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## The Solicitors' Journal and Weekly Reporter.

LONDON, JULY 6, 1907.

\* The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

### Notice.

A Digest of all the Cases reported in the "Solicitors' Journal and Weekly Reporter" during the legal year 1906-1907, containing references to the Law Reports, will be issued weekly, as a Supplement, during the months of August and September.

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## Current Topics.

### The New Public Trustee.

It is certainly quaint that the chairman of a brewery company should have been appointed the first Public Trustee. Mr. C. J. STEWART is, however, a member of the bar of over twenty years' standing, and in his former vocations of Official Receiver in Bankruptcy and in Companies Winding up must have acquired a knowledge of at least two branches of law. The only qualification required by the Act is that the Public Trustee shall be a "fit person"; but it is provided that "he may, and shall if the Treasury so require, be a person already in the public service," indicating an intention that some official not overburdened with duties should be transferred to the new post. Mr. STEWART is understood to be a good man of business, and we presume it is on this ground that he has been selected; though we could have pointed to solicitors who are both excellent business men and also thoroughly conversant with the conduct of trust estates, and therefore presumably more "fit persons" for the new office. It remains to be seen how the Lord Chancellor's rather daring selection will succeed; but we believe we may say that the few solicitors who will have to do with the office will find in Mr. STEWART a courteous and considerate official.

### The Report of the Law Society Council.

THE REPORT of the Council of the Law Society for the present year strikes us as a very feeble and colourless production. It is neither up-to-date with its facts nor instructive in its comments. On the Land Transfer question, it does not seem to have come to the ears of the Council that the Land Registry are now hotly in favour of holding an inquiry into the working of the Acts, with a view of getting some applications from county councils; and when the office have completed their evidence, we shall see the announcement of the appointment of the committee. There is not a sign of preparation for this event in the report; efficient evidence cannot be secured in a hurry, and we fear we shall find that the Council will be left in the lurch. Upon the Public Trustee Act the Council have nothing to say, except that the rules under the Act, when made, shall receive their careful consideration, and to narrate their dealings with the Lord Chancellor before the Act was passed. He consented to an amendment, which was passed in a different form, and intimated his agreement with the Council that "unnecessary and expensive officials ought not to be created." On the burning question of the precautions to be taken to check frauds by solicitors, it is hardly to be expected that a Council which is divided on this subject should state any opinion; but surely more might have been done than merely to state the requisition, the special general meeting, and the appointment of the committee, and to intimate that a copy of their report would, if ready, be sent with the notice convening the annual general meeting!

### Mr. Justice Swinfen Eady on Solicitors' Diaries.

MR. JUSTICE SWINFEN EADY speaks too seldom in public off the bench. His remarks at the Solicitors' Benevolent Associa-

tion's festival were full of shrewd common sense admirably expressed. His remarks upon solicitors' diaries were especially noteworthy. He said that, "speaking as a judge of fact, sitting day after day, anxious to get to the truth, the one matter which could always be relied on was the entries in a solicitor's diary. They were daily entries of the work of the day, and formed a most important record of the transactions that came under consideration. One knew how frail one's memory was, and how, after a little distance of time, one might give a very different account of a particular transaction, not from any desire to distort facts, but owing to the lapse of time simply. But reliance could be placed upon a record made at the time when the events occurred, and he knew that many predecessors in the office he held had often urged upon solicitors the very great importance of accuracy in the entries in their diaries." It may be remembered that in *Ex parte Swinbanks* (11 Ch. D. 525) strong observations were made by the judges on the absence of a diary kept by the solicitor concerned. "It does strike me as a very odd thing," said JAMES, L.J., "that no diary should have been kept of the transactions, and that the entries should have been made only on loose sheets of paper which were capable of being easily destroyed. I trust I shall never hear of such a proceeding in a solicitor's office again." And BRETT, L.J., refused to believe a word of the story that no diary was kept; he believed that a diary had been kept and that it had been destroyed.

#### The Trade-Marks Act, 1905.

THE FIRST case under the Trade-Marks Act, 1905, which we recently noticed (*ante*, p. 494), has been quickly followed by a second and more important decision, also by Mr. Justice KEEKEWICH. In the latter case, *Re Birmingham Small Arms Co.* (reported *ante*, p. 591), the question was whether the company could register their trade-mark "B.S.A." for cycles and automobiles without its being "associated" with the same trade-mark already registered by them for small arms. The Registrar refused to register the mark except under the condition that the two marks should be associated under section 24 of the Act, which enables the Registrar to require such a condition if a trade-mark so closely resembles a trade-mark of the applicant already on the register for the same goods or description of goods as to lead to confusion. The objection to such a condition is that under section 27 associated trade-marks can only be assigned as a whole and not separately. On appeal to the court, KEEKEWICH, J., held that the goods were not of the same description, and that the two marks were not "closely resembling" but identical, and, therefore, that the section did not apply and the mark must be registered without being "associated." But the sting of the decision, if we may use the expression, lies in its tail, for the learned judge, though not without deliberation, decided that the applicants, though successful, must pay the costs of the Registrar. This was in accordance with the practice before the Act, under which the unfortunate applicant had to pay the costs of the Registrar. But inasmuch as the new Act contained a new provision (section 48) that the costs of the Registrar shall be in the discretion of the court, it was not unreasonably hoped by traders that better things were in store for them. This hope has been rudely shattered if this particular decision is to be followed, and the Registrar, though a paid official, can still claim to be treated with all the indulgence due to a gratuitous trustee.

#### Surrender by Operation of Law.

IN A recent action in the Shoreditch County Court to recover two months' rent under a tenancy for three years, the defence at the hearing was that the key was handed back to the plaintiff two months before the expiration of the tenancy. It was, of course, necessary to prove a surrender of the term by operation of law, and this could only be proved by an acceptance of the key with the intention that the tenancy should be determined. But the defendant could only prove that the key had been left on the premises of the plaintiff, and the judge very naturally observed: "What could a landlord or agent do under the circumstances? Could he throw the key back in the face of the tenant? The farce of handing back the key goes on for ever. People seem to think that their liability ceases if

they can only force the key upon the landlord, but it is quite the reverse." We may well be surprised that this delusion should continue to prevail when it is remembered that, so far back as 1850, in the case of *Cannan v. Hartley* (9 C. B. 634)—where the tenant, finding himself in an inconvenient position in consequence of his immediate landlord having run away, and being anxious to get rid of the premises, left the key at the office of the reversioner, but the only evidence of the acceptance of the key was that it was not sent back—the court held that there was no evidence of a surrender and acceptance which could have been properly left to the jury. It was not the business of the landlord to seek out the tenant for the purpose of giving back the key. But a popular belief is not easily eradicated, especially when it favours a supposed right which would be highly beneficial to a tenant, giving him the same privilege as that of the trustee in bankruptcy of disclaiming an onerous tenancy.

#### Suppression of the Names of Witnesses.

IN A report of the hearing of a charge at the Guildhall police-court we read that counsel proceeded to call a lady witness, and asked that her name and address might be kept from the public. This course, which is not unusual in that court, was adopted, and the lady proceeded with her evidence, stating merely that she lived in Surrey. At the hearing of another case, a witness who was alleged to have been defrauded, was called, and asked that his name and address should not be given, the reason being that "he was starting in business." There are many reasons why those who are required to give a narrative of their experiences in a law court should be anxious that their names and identity should be concealed from the public. The witness may be obliged to admit that he has been guilty of conduct which is inconsistent with the reputation which he has hitherto enjoyed; his reputation as a man of good morals, of generosity and integrity, or even of conduct which is inconsistent with good sense and judgment. These reasons must always have had great influence with a large proportion of those who are sworn to give evidence in open court, but this influence is infinitely greater at the present day when our superior and inferior courts are thronged with newspaper reporters who are often anxious to publish what the witness is most anxious to conceal. It may be that the fears of the witness are sometimes exaggerated: the man who was "starting in business" might be mistaken in supposing that his business would suffer if people read that he had been defrauded in some amusing fashion. But there is unfortunately ground for believing that there are many persons who avoid dealings with any one whose name has been mixed up with the proceedings in a court of justice, and a witness who has to gain his livelihood in a country where he is exposed to the keenest competition may be pardoned if he is sometimes a little fidgety with regard to his position in the favour of the public. What, then, is the remedy? As a general rule, all trials of issues of fact in England have always been tried with open doors, and it is not in the least probable that this practice will ever be abrogated. But the practice does not seem to be inconsistent with the occasional suppression of the name of a witness, and we can see no reason why a rule should not be framed enabling the court, with the consent of the parties, to allow a witness to give his evidence without any publication of his name and address.

#### Are Maidservants Within the Workmen's Compensation Act, 1906?

IF WE are to believe a statement in one of the society weekly papers, a learned counsel has advised that a maidservant dwelling in her employer's house (being a purely private dwelling-house) is "a member of the employer's family dwelling in his house," and as such is wholly excluded from the Act. Any one who is interested in this opinion, and is curious to know the ground upon which it is based, is informed that, although it is true that the Act contains an express definition of member of a family, yet that definition follows immediately after the definition of "dependants" (section 13 of the Act), saying, first, that "dependants" is to mean such of the members of the workman's family as were wholly or in part dependent upon the earnings of the workman at the time of his death, and then saying, secondly, that "member of a family" means



"wife or husband . . . son, daughter, grandson, grand-daughter," etc. "Family," therefore, must be taken to mean the workman's family, and the workman's family only, and the word has no reference, and does not apply, to the employer's family. The learned gentleman adds that, if his opinion is correct, the Act does not give compensation to maidservants for accidents arising out of their employment, and the rush to insure against this supposed liability is wholly unjustified. This anonymous adviser can scarcely expect any one to take him seriously. It cannot, with any reason, be argued that there is any distinction in the Act between the "family" of a workman and the "family" of an employer. Would any one suppose that, in the ordinary meaning of the English language, the maidservants in Devonshire House or Chatsworth could be described as part, or members, of the family of the Duke of Devonshire? The courts may be required to determine many questions under the new Act, but we cannot imagine that the curious proposition to which we have referred will ever be laid before them.

#### Nuisance from the Smoke of Household Chimneys.

THE REPORT on Smoke Abatement, prepared by the Public Central Committee of the London County Council, suggests that the time is approaching when domestic chimneys, like those of factories, may be placed under the control of the law, and compelled to consume their own smoke. A nuisance by smoke from a manufactory or premises used for a business is prohibited by the existing law, and may either be restrained by injunction or be the subject of proceedings in a court of summary jurisdiction, but a street of dwelling-houses is said to produce far more smoke than the average factory chimney, and this legitimate smoke will continue to blacken the buildings, and increase the fogs, of London until a law shall be enacted by which houseowners may be prosecuted for not fitting their houses with fireplaces of a construction different from that which is in use at the present day. Those who think that any such change of the law would be revolutionary and oppressive may be reminded that in the latter part of the reign of Edward I., when brewers, dyers, and other artificers began to use sea coal instead of dry wood and charcoal, the prelates, nobles, commons, and also the inhabitants of the city, complained to the King of the public nuisance, corrupting the air with its stink and smoke to the great prejudice and detriment of their health. The result of this complaint was that the King first prohibited the burning of sea coal by proclamation, which, being disobeyed, a commission of oyer and terminer was issued to inquire of all who burned sea coals against the proclamation within the city or parts adjoining to it, and to punish them for their first offence by great fines and ransoms, and for their second offence by the demolition of their furnaces, and to see the proclamation strictly observed. It may, indeed, be doubted whether the ordinary use of a London chimney is not a nuisance at common law, and all that can be said in mitigation of the offence is that the householders of London are *in pari delicto*, each one of them being concerned in the offence.

#### Accident Causing Injury to Visitor on a Passenger Ship.

THE CASE of *O'Brien v. Enrico*, recently decided by the Court of Session in Scotland, could hardly have been decided differently in the courts of any other country, but it may lead, on some future occasion, to interesting questions as to the liability for accident of persons who allow their premises to be visited by strangers. The plaintiff, who was the wife of the mate of a steam vessel belonging to the defendants, and which was just about to start on a voyage, came to the vessel with linen which she had been dressing for her husband. But as her husband was about to go on a voyage, she desired to see him before leaving, and to spend a little time with him, along with their child, whom she had brought with her. Accordingly, she spent an hour or two in her husband's cabin. She and her husband left the cabin with a view to her going on shore. On their way to the side of the vessel, the mate stopped

to speak to the pilot, and the plaintiff having gone forward, some riggers put a plank across to the quay, and were assisting her to cross by it, when it broke, they fell into the water, and she thereby sustained the injuries of which she complained. The plank was rotten, and this was the cause of its giving way. It was a plank which had not been provided for use as a gangway, but was being used at the time for other purposes. The court, without the least difficulty, gave judgment for the defendants, thinking that it could not be held that the defendants, in having this plank on board, intended it to be used, or gave any invitation to any one to use it, as a gangway. The placing of the plank by the riggers was a volunteered act of courtesy on their part, and not part of their duty. They had no duty of any kind, as servants of the owners, with regard to the plaintiff. As we have said, the decision calls for no comment, but difficult questions may arise as to the liability of the owners of passenger steamers for accidents causing personal injury to the large number of persons whom they allow to visit their vessels immediately before a voyage. These persons, including women and children, are often wholly ignorant of the nature of the ship which they are allowed to visit, and roam over every part of it with little interference on the part of the officers or crew. It may be said that they take the permission to go on board subject to a certain amount of risk and danger. But the trend of modern decisions is that the license given by the shipowner is coupled with an obligation that he will take reasonable means to protect his visitors from danger.

#### Powers to Purchase Land and the Settled Land Acts.

WHEN a settlement of personalty contains a power to purchase land, to be held upon the same trusts as the personalty, it seems to be sufficiently clear that, so soon as land is purchased under the power, it becomes settled land within the meaning of the Settled Land Acts, and the tenant for life under the settlement is the tenant for life of the land within the Acts. And the question has been so decided, by KEKEWICH, J., in *Re Childs' Settlement* (*Times*, 12th ult.), where it was brought before the court. It appears to have been argued that, for a settlement to be within the scope of the Acts at all, it must comprise land at the outset; but, as the learned judge pointed out, there is nothing in the Settled Land Acts to countenance this view. Under clause 1 of section 2 of the Act of 1882, any instrument under which land stands for the time being limited in trust for any persons by way of succession creates a settlement for the purposes of the Act; and under clause 4 the determination of the question whether land is settled land is governed by the state of facts and the limitations of the settlement at the time of the settlement taking effect. The former clause exactly fits the case of land purchased under the power in the settlement. So soon as it is purchased and brought into the settlement it stands for the time being limited to or in trust for "persons by way of succession"; nor does clause 4 seem to require that the land should be in the settlement at the commencement. The operation of the settlement in regard to any land which may be brought within it has to be ascertained by the facts existing when it takes effect, but that does not require that there shall then be land upon which it can operate. It is at the outset only a potential settlement of land, but its operation as a settlement of land is already fully determined; and, so soon as land is purchased, it becomes an actual settlement of land, and the person entitled to the income of the land for life is the tenant for life of the land within the meaning of the Acts. In confirmation of this view, KEKEWICH, J., relied on section 63 of the Act of 1882, which provides that land subject to a trust for sale and for the application of the proceeds for the benefit of a person for life shall be deemed to be settled land. Under the ordinary form of power to invest in land, the purchased land is held upon trust for sale, and is brought within the Act by this section.

#### The Child en Ventre sa Mère Again.

THE PRINCIPLE of construction to be applied to wills and other instruments in respect of a child *en ventre sa mère* at the time

when the rights of beneficiaries are determined was laid down recently in *Villar v. Gilbey* (ante, p. 341; 1907, A. C. 139), but since then two more decisions have been added to the authorities on the subject. In *Williams v. Ocean Coal Co. (Limited)* (ante, p. 551) a workman who was killed by an accident left a child *en ventre sa mère* at the time of his death, and the question was whether the child was to be treated as a "dependant," and therefore entitled to compensation under the Workmen's Compensation Act. The Court of Appeal, as might have been expected, answered this question in the affirmative. Such a child is clearly within the purpose of the statute, and the principle applies that words referring to living children shall be extended to a child *en ventre sa mère* when this is for his benefit. But the case of *Re Salaman* (1907, 2 Ch. 47), before KEKEWICH, J., shews that this test is not conclusive. Even though such a construction would benefit the child, yet it will not be adopted where the will indicates that the testator was contemplating only children who had been actually born. Where he refers to children born at his death or subsequently this is not the case. He is not thinking of individuals who are known to him, but of a future class, and a child *en ventre sa mère* at the critical date is included because, as it was put by LKACH, V.C., in *Trower v. Butts* (1 S. & S. 181), he is "equally within the reason and motive of the gift." In *Re Salaman*, on the other hand, the testator referred to a class — great-nephews and great-nieces — "born previously to the date of" his will, and each of this class to whom no other pecuniary bequest was made was to have a legacy of £500. KEKEWICH, J., held that the language of the will pointed to a class of children whom the testator either actually knew or might have known at the date of the will, and that a grand-niece then *en ventre sa mère* was not included. Possibly this was a somewhat rigorous construction, and it might not have been unreasonable to hold that the child was within the motive of the gift, and therefore was entitled to a legacy. But the decision shews that the meaning of the testator, as determined by the court, is to prevail, and that the rule which admits a child *en ventre sa mère* is only allowed to operate in aid of that intention.

#### Honours to Solicitors.

WE HAVE to record an unusual honour for a solicitor: Dr. SPENCE WATSON, of Newcastle-on-Tyne, having been created a Privy Councillor. We are not aware of any other instance of a solicitor, who is not, or has not been, a member of the Government, receiving this distinction. Mr. ALFRED BILLSON, M.P., solicitor, has been knighted.

## Registration of Notice of a Lease of Land Registered under the Land Transfer Acts, 1875 and 1897.

THE Land Transfer Acts give rise to many questions of difficulty and importance which have not yet received adequate discussion from the writers of text-books. We do not wonder at this, as a prudent practitioner hesitates to give an opinion on points which are not covered by authority, and as yet but few cases on the construction of the Acts have been decided. We hope, however, that our readers will not think we are acting imprudently in pointing out some of the effects of an entry on the register of notice of a lease of registered land.

A registered proprietor of land has two statutory powers of dealing with it: he can by registered assurance transfer the land to a new proprietor, or he can create a charge on it. He has no other statutory powers, and if he wishes to deal with the land in any other manner (as for instance to grant a lease of it, to impose an easement on it, or to bind it by a restrictive covenant) he will have to shew his title to do so in the same manner as if he were not the registered proprietor, and he can only carry out his intentions by an unregistered assurance.

The Land Transfer Act, 1875, provides (section 49) that:

"The registered proprietor alone shall be entitled to transfer or charge registered land by a registered disposition; but, subject to the maintenance of the estate and right of such proprietor, any person, whether the registered proprietor or not of any registered land, having a sufficient

estate or interest in such land may create estates, rights, interests and equities in the same manner as he might do if the land were not registered; and any person entitled to or interested in any unregistered estates, rights, interests, or equities in registered land may protect the same from being impaired by any act of the registered proprietor by entering on the register such notices, cautions, inhibitions, or other restrictions as are in this Act in that behalf mentioned."

Section 50: "Any lessee or other person entitled to or interested in a lease or agreement for a lease of registered land where the term granted is for a life or lives, or is determinable on a life or lives, or exceeds twenty-one years, or where the occupation is not in accordance with such lease or agreement, may apply to the registrar to register notice of such lease or agreement in the prescribed manner, and when so registered every registered proprietor of the land, and every person deriving title through him, excepting proprietors of incumbrances registered prior to the registration of such notice, shall be deemed to be affected with notice of such lease or agreement as being an incumbrance on the land in respect of which the notice is entered."

So far as regards leases, the effect of these sections appear to be as follows:

First, a lease of registered land may be granted by the same person, and in the same manner, as if the land were not registered, and

Secondly, any lease so granted, except a lease for a term not exceeding twenty-one years, where there is an occupation under the lease (see Land Transfer Act, 1875, s. 18 (7)), can be defeated by a registered assurance made by the registered proprietor of the land, unless it is protected by a notice entered on the register under section 50.

The reader may ask how it is that a person, other than the registered proprietor, can grant a lease, considering that by the fact of registration the proprietor acquires the fee simple in the land, subject only, as is stated in the Land Transfer Act, 1875, ss. 7 to 9, or 30 to 33, as the case may be. It must, however, be remembered that, on the one hand, the registered proprietor may be unable to grant a lease: he may be a mere trustee, or he may have parted with the fee by an unregistered assurance; and that, on the other hand, a stranger may have power to grant a lease, or may have acquired the fee of the land by virtue of an unregistered assurance, and in either of these cases he is "a person having a sufficient estate or interest in such land" within the 49th section above quoted.

The meaning of the words, "subject to the maintenance of the estate and right of the registered proprietor," is somewhat obscure, but it has been decided by the Court of Appeal in *Capital and Counties Bank v. Rhodes* (1903, 1 Ch. 631), that they mean that a registered transfer by the registered proprietor destroys the effect of an unregistered assurance not protected by an entry on the register, exactly in the same manner as if the registered proprietor had exercised an overriding power.

It follows that if a valid lease of registered land is granted, and nothing more is done, the registered proprietor can, by registered transfer, convey the land free from the lease. The only manner in which the lessor can protect himself is by having notice of the lease entered on the register under the Land Transfer Act, 1875, s. 50.

Many of our readers may see the following difficulty: A valid legal lease of unregistered land is not affected by a conveyance of the fee (whether for value or not) to a purchaser with or without notice of the lease, while if the term is equitable, a purchaser of the fee for value without notice will take it free from the lease, and they may object that it is not possible that the validity of a legal lease of registered land, as against the transferee of the land, depends upon whether the transferee had or had not notice of the lease. The objection is valid, but it must be observed that the notice under section 50 is to be registered, and, when registered, has statutory efficacy:—

"Every registered proprietor of the land . . . shall be deemed to be affected with notice of such lease . . . as being an incumbrance on the land in respect of which the notice is entered."

It is not easy to understand this, but bearing in mind that section 50 applies to leases generally (with certain exceptions), and not to equitable leases only, it appears clear that the language really means that, after the notice is registered, the lease is to be an incumbrance on the land, within the meaning of the Land Transfer Act, 1875, ss. 7 and 30. When notice of a lease is registered, and a registered transfer is made subsequently, the lease is, as we have already said, sufficiently protected.



There is, however, a case, which constantly occurs in mortgage transactions, which presents, at first sight, some difficulty. Suppose that a transfer for value is made to A. in fee simple, and that, before he is registered as proprietor, he makes a lease to B., and that application for registration of the notice of the lease is made simultaneously with the application for registration of the transfer. Does the lease become an incumbrance within the meaning of the Land Transfer Acts on the estate of the registered proprietor? On looking at the 50th section of the Land Transfer Act, 1875, above quoted, it will be seen that the registration of the notice of the lease need not be made at any particular time; as soon as the notice is registered the lease becomes an incumbrance within the meaning of the Act.

It will be observed that if a registered transfer of the land is made after the lease is granted, and notice of the lease is registered after, not simultaneously with, the registration of the transfer, the transferee takes the land free from the lease, and that if notice of the lease is subsequently entered, the land again becomes subject to the lease as an incumbrance. The question arises, what happens to the estate created by the lease during the interval elapsing between the registration of the transfer of the land and of the notice of the lease? This question is of importance, not only between the lessee and the registered proprietor of the land, but also between the lessee and his sub-lessees; as if the head lease was determined by the registration of the transfer, the head-lessee would after that time not be the reversioner, and, therefore, would be unable to recover rent from his sub-lessees.

So far as leases for years are concerned, there is no difficulty in seeing that the term may determine and subsequently revive (see *Challis's Real Property* 103, citing 2 Prest. Conv. 142, and the *Earl of Bedford's case*, 7 Rep. 7); but the leases referred to in the section include leases for lives, and a freehold estate in corporeal hereditaments or incorporeal hereditaments already in *esse* cannot be limited to exist at intervals only and not continuously: *Challis's Real Property*, 102, citing the *Prince's case* (8 Rep. 14), *Corbet's case* (1 Rep. 83). No doubt an Act of Parliament can do anything, but it is not very probable that the Legislature intended by ambiguous language to break through a fundamental rule of the law of real property. It is, therefore, probable that in the case in question the lease (whether freehold or for years) on the registration of notice becomes confirmed *ab initio*, and has to be treated as having been in force during the interval between registration of the transfer of the land and the notice of the lease.

We have now to consider what are the leases of which notices can be registered under section 50. They include leases or agreements for lease where the term is for a life or lives, or is determinable on a life or lives or exceeds twenty-one years, or where the occupation is not in accordance with the lease or agreement.

The words "where the occupation is not in accordance with the lease or agreement" are of importance. A person entitled to the benefit of a lease or an agreement for a lease *in futuro* cannot be in occupation in accordance with such lease or agreement until the term commences. It follows that notice of a reversionary lease, however short the term may be, ought to be entered on the register. This is of importance in the common case of the grant of a lease to commence on the termination of an existing lease. It is also necessary to register a mortgage by demise as the mortgagee does not go into occupation.

H. W. E.

The forty-second meeting of the Bankruptcy Law Amendment Committee was held on the 26th ult. at the Royal Courts of Justice under the presidency of Mr. Muir Mackenzie, the chairman. The sitting was devoted to the examination of Mr. F. C. Houston, the registrar of the Belfast local Bankruptcy Court, who informed the committee of the Irish Bankruptcy Acts now in force and explained to the committee the principles and operation of those Acts in reference to the points referred to the committee for consideration.

With reference to our recent observations on distress for rent of chambers in the Temple, a correspondent says: "Many years ago I knew a solicitor who acted as such to the late Sir Alexander Cockburn and some of his family. He informed me that 'Cockburn,' as he always styled him, had the bailiffs in his chambers in the Temple when he was a very young man. My friend paid them off and showed me the receipt. The latter said to 'Cockburn,' 'Why don't you keep a boy, and have the chambers open?' Cockburn replied, 'No one wants me.'"

## The Effect of a Receipt Clause.

WE noticed last week the recent decision of PARKER, J., in *Capell v. Winter* (*ante*, p. 570), and the danger which may result from accepting the apparent regularity of a conveyance as sufficient protection to a purchaser. Under somewhat different circumstances a similar warning is given by the decision of JOYCE, J., in *Powell v. Browne* (*ante*, p. 591), and the importance of the matter in advising on titles makes it worth while to recur to it. The particular defect in *Capell v. Winter* was that a transaction, professing to be a sale by a trustee in pursuance of a trust for sale, and carried out by a conveyance appropriate to a sale, was in fact a mortgage quite outside the purposes of the trusts, and hence the equitable rights of the *cestui que trust* were held not to be impeached by it, notwithstanding that title had been made under the conveyance to an innocent purchaser for value. The purchaser did not get in the legal estate, and his equity was not allowed any preference over the equity of the *cestui que trust*. In *Powell v. Browne*, also, there was a conveyance on the face of it regular, but it was a conveyance from a client to his solicitor under which, notwithstanding the receipt clause, no money in fact passed, and which could have been set aside by the client; and it was held that the client was equally entitled to set it aside as against a purchaser for value who was aware of the relation between the parties, but made no inquiry as to the accuracy of the receipt clause.

In general, as *Bickerton v. Walker* (31 Ch. D. 151) shows, a receipt clause is conclusive in favour of a purchaser for value that the money mentioned in it has been in fact received. In that case the plaintiffs, who were beneficially interested in a sum of stock, mortgaged their interests to secure £250, and the mortgage deed, which was executed in 1879, contained the usual receipt clause and indorsed receipt acknowledging that the £250 had been paid. In fact only £91 was advanced, but the deed was handed to the mortgagee, and he transferred it as a valid security for £250 to a transferee who paid that sum and had no notice that it was not actually owing on the mortgage. It was held by BACON, V.C., and the Court of Appeal that the transferee was entitled to rely on the receipt clause and the possession of the mortgage deed, and that his equity was superior to the equity of the mortgagors. It was argued in favour of the latter that a transferee of a mortgage is bound to inquire as to the state of accounts between the mortgagor and the mortgagee, and that he takes subject to all the equities which affect the mortgagee. But, while this is so in respect to any change in the account that may have occurred since the original advance, the transferee is entitled to assume that the advance was actually made in accordance with the tenor of the deed. FRY, L.J., who delivered the judgment of the Court of Appeal, admitted that in the ordinary course of business a prudent transferee, before paying his money, requires either the concurrence of the mortgagor in the transfer, or information from him as to the state of accounts between mortgagor and mortgagee. But he added: "The reason of this course of conduct is, in our opinion, to be found in the fact that an assignee of a mortgage is affected by all transactions which may have taken place between mortgagor and mortgagee subsequently to the mortgage, and the assignee is bound to give credit for all moneys received by his assignor before he has given notice of the assignment to the mortgagor. . . . And we are of opinion that, if an assign is willing to take the risk of any payment having been made after the date of the mortgage, he is not guilty of carelessness or negligence if, in the absence of any circumstances to arouse suspicion, he relies upon the solemn assurance under the hand and seal of the mortgagor as to the real bargain carried into effect by the mortgage deed, upon the possession of that deed by the mortgagee, and upon the receipt for the full amount of the mortgage money under the hand of the mortgagor."

The effect of *Bickerton v. Walker* was that, in regard to the binding nature of the indorsed receipt, there was no distinction between a mortgage and an absolute conveyance, but it is important to notice the qualification implied in the words "in the absence of any circumstances to arouse suspicion," and JOYCE, J., distinguished the present case of *Powell v. Browne* (*supra*) on the ground of the existence of special circumstances—

the relation of solicitor and client between mortgagee and mortgagor—which should have put the assignee of the mortgage upon inquiry as to the actual advance of the mortgage money. Into the details of the case it is unnecessary to go. A solicitor obtained from the plaintiff, who was his client, a mortgage of the plaintiff's reversionary equitable interest under a will to secure an apparent advance of £2,500. The mortgage deed contained the usual receipt clause, but no part of the £2,500 was in fact advanced. The mortgagee assigned the apparent mortgage debt by way of sub-mortgage to the defendant to secure £1,200, which was duly paid. The defendant knew that the mortgagee was the mortgagor's solicitor in the transaction of the original mortgage, but he did not on that ground make any inquiry as to the actual advance of the £2,500. In this *Joyce, J.*, held that he omitted a necessary precaution. Such inquiry should always be made where there is notice of any confidential relation in which undue influence may arise. "Where," said the learned judge, "upon a sale of land the purchaser has notice from the abstract or otherwise that the vendor derives title through a sale or other conveyance made in favour of one occupying a position from which undue influence would be implied, or made by a *cestui que trust* of his interest in the property to the trustee, it is the duty of the purchaser's advisers to point out the objections to the title, and require the vendor to satisfy them by evidence that the real facts were such as to prevent the transaction from being invalid by reason of the particular relation between the parties."

The case of a sale by a *cestui que trust* to his trustee is, of course, well recognized as one that calls for inquiry. The effect of a receipt clause as between solicitor and client was considered by the Court of Appeal in *Gresley v. Mousley* (3 D. F. & J. 433), and it was held that the receipt indorsed upon a conveyance on sale was not by itself evidence that the purchase-money had been in fact paid. This was put upon the ground that a solicitor dealing with a client is bound to give the client the same protection as he would be bound to give him if dealing with a stranger. In dealing with a stranger, the solicitor would take care to see that the deed containing the receipt was not handed over unless the money was actually received, and he performs the corresponding duty in a dealing with himself by preserving evidence outside the deed that the money has been paid. "The obligation," said *TURNER, L.J.*, "which rests upon the attorney to protect the client, when dealing with him in matters of security or purchase, would indeed be of no value whatever unless some independent proof of payment was required; nor is it any hardship upon the attorney to require such proof, for it is no less his duty than his interest to keep correct accounts and preserve the evidence of his dealings with his clients."

Of course, the obligation upon a purchaser to require evidence of actual payment in a transaction between solicitor and client depends upon his having notice of the relationship. In *Bateman v. Hunt* (1904, 2 K. B. 530), where the rule laid down in *Gresley v. Mousley* was recognized, this condition was not satisfied. There was no evidence on the face of the deeds that the relationship of solicitor and client existed, and hence, in accordance with *Bickerton v. Walker* (*supra*), the receipt in the mortgage deed was conclusive, as against the mortgagors and in favour of an assignee of the mortgage debt, that the whole amount had been advanced. In general this will be the case, and notice of the relationship, when received at all, will be received from some source other than the ordinary investigation of title. But if it comes to the knowledge of the proposed transferee or purchaser that the relation has existed, then, as pointed out by *Joyce, J.*, in the passage quoted above, he must not be content with the usual receipt, but must require independent evidence of payment. Otherwise he takes on himself the risk of the consideration for the transaction in question not having been in fact paid.

Mr. J. Stratford Dugdale, K.C., was presented at Warwick, on Monday, with his portrait, in recognition of his long services as chairman of the Warwickshire County Council since its formation, and as chairman of quarter sessions since 1883. The Marquis of Hertford unveiled the portrait, and also presented to Mrs. Dugdale a smaller framed copy. An address which accompanied Mr. Dugdale's portrait was signed by justices of the peace, members of the county council and quarter sessions, and county officials.

## Reviews.

### The Statutes of 1906.

**PATERSON'S PRACTICAL STATUTES: THE PRACTICAL STATUTES OF THE SESSION 1906 (6 EDWARD 7), WITH INTRODUCTIONS, NOTES, TABLES OF STATUTES REPEALED AND SUBJECTS ALTERED, LISTS OF LOCAL AND PERSONAL AND PRIVATE ACTS, AND A COPIOUS INDEX.** Edited by JAMES SUTHERLAND COTTON, Barrister-at-Law. Horace Cox.

In editing the statutes for 1906 Mr. Cotton has had a heavier task than has fallen to his lot in other recent years. The autumn session, though possibly a failure politically, enabled Parliament to complete a considerable body of legislation. The Marine Insurance Act is an important contribution to the codification of the law; the Trade Disputes Act places the relation of employers and workmen in regard to trade disputes on a new footing; and the Workmen's Compensation Act should simplify, as it undoubtedly extends, the law of compensation for injury. These and other statutes are carefully annotated by Mr. Cotton, and their general scope and effect explained. Thus the introduction to the Trade Disputes Act states concisely the points which the different sections are intended to meet, and their operation in annulling various recent decisions; and the introduction to the Workmen's Compensation Act gives a clear view of the manner in which the benefits of the Act are extended beyond "workmen," as that term is popularly used, to all persons in service, subject to the limitations that, unless engaged in manual labour, the yearly remuneration shall not exceed £250, and that, unless the employment is for the purposes of a trade or business, it shall not be "casual." "Casual" employment, as Mr. Cotton points out, is likely to raise the chief difficulty in interpreting the Act. The book furnishes the practitioner with a very convenient guide to the year's statutes.

### Books of the Week.

The Agricultural Holdings Act, 1906. With an Introduction Thereto and Comments Thereon, together with a Summary of the Law relating to Agricultural Holdings under the Agricultural Holdings Acts, 1883-1900. By GEORGE ARTHUR JOHNSTON, Barrister-at-Law. Effingham Wilson.

## Correspondence.

### The Position of Equitable Mortgagees.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—The case of *Capell v. Winter* (*ante*, p. 570), on which you comment in your issue of the 29th of June (p. 585), shews how desirable it is that an intending mortgagee should inquire of the party in occupation of the property in the same manner as a prudent purchaser would inquire. That is to say, he should ask the occupier (1) whether he makes any claim adverse to the interest which the borrower is proposing to give as a security; and (2) whether he recognizes an order from the borrower directing the rent to be paid to the lender as effectual for that purpose. If *Bellis* had made such an inquiry before taking his security he would apparently have learnt that *Melsome* was not in possession of the property.

The late Sir George Jessel held, in *Mumford v. Stohwasser* (L. R. 18 Eq. 556, 562), that a mortgagee who omitted to make such an inquiry got a bad title, but unfortunately his decision has been overruled by *Hunt v. Luck* (1902, 1 Ch. 428). The last-mentioned case adopts the principle that the occupation of land by a tenant affects a purchaser with notice of the tenant's rights, but not with notice of his lessor's title. That doctrine had been laid down in *Barnhart v. Greenshields* (9 Moo. P. C. 18), but it was not necessary for the decision either there or in *Hunt v. Luck*; and it would cause confusion in any case in which it really arose, inasmuch as one of the tenant's rights is to hold the land as long as he pays rent to his lessor.

PRUDENS.

### Proposed Rules Relating to Solicitors.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—In reading the above it appears to me that the members of our profession are to be treated as if we were members of a "trade union."

Because there have been several large firms of solicitors who have misappropriated moneys placed in their hands is no ground for treating the whole body of solicitors as if they were pickpockets.

What are clients going to think of these proposals! Where will in future be the confidential relationship between solicitor and client? Will the client like his affairs known to a chartered accountant, his



clerk, typewriter, and others in his employ? More particularly, as often happens, when the client has an overdraft on his solicitor.

Then we come to that mistaken idea that keeping separate accounts at a bank will prevent misappropriation. If the solicitor be able to draw on all accounts standing in his name, what protection would this system of separate accounts be to the client?

Are bankers going to consent to keep this variety of accounts free of charge? and who will pay the chartered accountant, whose fees are often considerable?

If a solicitor or any one else, from the highest to the lowest, intends to be dishonest, all the auditing and system of separate accounts will make not the slightest difference. What the public and the Law Institution should fully realize is that out of about 18,000 solicitors the percentage of wrongdoers (found out) during the last year was, I believe, only 1 per cent. It should also be borne in mind that very vast sums are committed to the care of solicitors. Would the members of any other profession or calling come out with hands as clean? There is no merit in being virtuous where there is no temptation or opportunity to be otherwise.

I have always failed to appreciate the nice distinction people seem to draw between the case of a "trader" who "buys" goods to the amount of £20,000 without the slightest hope or intention of ever paying for them, and the solicitor who misappropriates the same amount in hard cash without, in the first instance, intending to be dishonest; the one, it is argued, is a simple act of trading, the other is a robbery of trust funds. Possibly; but in each case someone is the worse off by £20,000.

You will make no one honest either by Act of Parliament or by rules of the Law Society, but clients can easily protect themselves, and should do so, by adopting the following suggestions:

1. By inspecting from time to time the deeds and documents in their solicitors' hands.
2. By not allowing trust or other moneys to remain in their solicitors' hands.
3. By personally attending the completions of sales, purchases, and mortgages.
4. By ceasing to have blind faith in any solicitor; and
5. By ceasing to believe in the infallibility of the so-called "old family solicitor."

In short, a solicitor's existence seems to be likely to depend on the certificate of a chartered accountant, or on his (the solicitor) being able to make a declaration "conforming with the requirements of the society," and, in case of any temporary hitch in obtaining either, I presume his certificate to practise may be lost for the year and his clientele for ever. I think the Law Society would be doing the members of our profession greater service if they prevented work which should belong to solicitors from getting into the hands of Government officials than in attempting the impossible task of framing rules to make dishonest people honest.

ATTORNEY-AT-LAW.

London, June 29.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—Sections 7 (a) and 8 of the Recommendations of Committee (for general adoption) would really seem to mean that the committee would suggest to the public that they should trust to an accountant more than to the integrity of a member of an old and honourable profession. Does not this look like a desire to add to the status of the accountant and degrade the solicitor?

How useless auditors are to prevent, or even detect, carefully planned frauds solicitors well know, and to ask a solicitor to submit his affairs to an accountant, a member of a profession of quite a comparatively young growth, is, we venture to suggest, by no means complimentary to solicitors generally, and would prove of very little public good. If a solicitor wishes to be dishonest all the accountants living will not prevent him.

X. Y. Z.

July 3.

## Points to be Noted.

### Company Law.

**Proxy Papers—Paying Expenses Out of Company's Funds.**—Directors have a duty imposed on them to give such information as they think desirable in the interests of the company to the shareholders as to the reasons for their adoption or maintenance of a particular policy in managing the company's business, and none the less so because some of the shareholders think that policy wrong. In order to ascertain the views of the shareholders as a body, directors may prepare and send out at the expense of the company proper circulars, notices, and proxy papers, and may out of the company's funds pay for the stamps on the proxy papers, the postage of the documents sent out, and the postage back to them of the proxy papers, and this notwithstanding the decision of Kay, J., in *Studdert v. Grosvenor* (33 Ch. D. 526), and the fact that the proxy papers are not in blank but

give the names of the persons proposed as proxies. But *semble*, that these things can [not] be done at the company's expense where the object of the directors is to maintain themselves in power, to procure their own re-election, or to drive a policy not really in the company's interests, but for some private purpose of their own, down the throats of the corporators.—*PEEL v. LONDON AND NORTH-WESTERN RAILWAY* (1907, 1 Ch. 5) (C.A., Nov. 19, 1906).

**Proxy Papers—Filling up Blanks.**—By section 80 of the Stamp Act, 1891, a proxy paper (on which there is a penny stamp duty) for use at a meeting "is to specify the day upon which the meeting at which it is intended to be used is to be held, and is to be available only at the meeting so specified, and any adjournment thereof," and the duty may be denoted by an adhesive penny stamp, "which is to be cancelled by the person by whom the instrument is executed." In *Ernest v. Loma Gold Mines (Limited)* (1897, 1 Ch. 1) the Court of Appeal held that if proxies, duly stamped and executed, but with the dates of meeting and the name of the proxy left in blank, are sent in, the blanks may be filled in by the secretary, who has implied authority to fill in the blanks. In that case the date of the meeting at which the papers were used was fixed at the time when the papers were sent in. In a recent case the name of the proxy was filled in, but the date of execution and the date of the meeting were left in blank. At that time there was a requisition for a meeting, but it was thought that there was something wrong about the requisition, so a new one was served on the committee. Before the date of the meeting to be summoned on this requisition was fixed, the proxy wrote to the shareholder stating that the date was not fixed, and asking for authority by cablegram to complete the proxy when the date was known. The cable was sent, and the proxy voted at the meeting. It was held that the vote was good, although the date of meeting was not fixed when the proxy was given, and that all "operative parts" of the proxy paper, such as names and dates, might be filled in after execution "by any person properly authorized so to do." The authority by cable was made indisputable evidence by being stamped as a power of attorney, after the holding of the meeting, with a ten-shilling stamp. It was not admitted that this stamping was necessary, but the point was not decided.—*SADGROVE v. BRYDEN* (Parker, J., Jan. 19) (1907, 1 Ch. 318).

## CASES OF THE WEEK.

### House of Lords.

**THE OWNERS OF THE STEAMSHIP "CANNING" AND THE OWNERS OF THE STEAMSHIP "BELLANCOH,"** 2nd July.

**SHIP—COLLISION—"NOT UNDER COMMAND"—"AGROUND"—AUTHORIZED OR REQUIRED BY THESE RULES—REGULATIONS FOR PREVENTING COLLISIONS AT SEA, 1897, ARTICLES 4, 11, 28.**

*Held, that the decision of the majority of the Court of Appeal as to blame for collision was right; Lord Loreburn, C., expressly declining to decide the question raised by Fletcher Moulton, L.J., whether the "departure from the above rules" authorized by article 27 had any application to the imperative directions contained in article 28.*

This appeal was brought from a decision of the Court of Appeal affirming the judgment of Sir Gorell Barnes, P., by which it was found that the steamship *Canning*, belonging to the appellants (the plaintiffs in the action), was alone to blame for a collision with the steamship *Bellanoch*, belonging to the respondents (the defendants). The appellants now admitted that *The Canning* was to blame for the collision, and the only question to be determined by this appeal was whether *The Bellanoch* should also be held to blame. The collision occurred early on the morning of the 24th of December, in the shallow water of Monte Video Roads, when the vessels were in the relative positions of crossing vessels, within the meaning of article 19 of the Regulations for Preventing Collisions at Sea. The weather was fine and clear and it was daylight. The facts are fully set out in the report of the proceedings in the courts below (1907, P. 170). Shortly, the case made by the owners of *The Canning* was that while the vessel was leaving the harbour, *The Bellanoch* headed across the channel apparently under weigh about three-quarters of a mile off and bearing about ahead. *The Canning* kept on down channel till she was in a position at the black buoys to hard-a-port her helm, which she did, to pass astern of *The Bellanoch*, which remained in much the same position. As she was swinging under her port helm and drawing nearer to *The Bellanoch*, and in a position to pass safely under her stern, *The Bellanoch* was observed to be moving astern, slowly dragging through the mud, which compelled her occasionally to reverse her engines to clear her propeller, whereupon the engines of *The Canning* were reversed full speed, her whistle being blown a short blast about the same time, which was answered by a short blast from *The Bellanoch*, and though *The Bellanoch* was loudly hailed to go ahead she failed to do so, and the vessels came together, the port side of *The Bellanoch* striking the stem of *The Canning*, doing damage. The case for *The Bellanoch* was that when she approached *The Canning* the latter altered her course to starboard and sounded a short blast. *The Bellanoch* at once sounded a short blast in reply and kept her engines working at full speed ahead and her helm to port, but *The Canning* came on at considerable speed and with her stem struck *The Bellanoch* on the port side. Each

side charged the other with not complying with the Regulations for Preventing Collisions at Sea. The President found as a fact that the plaintiffs had not made out their case that the collision was caused by *The Bellanoch*. With regard to the charge that under article 28—the terms of which article it was said were imperative—*The Bellanoch* ought to have given three short blasts with her whistle (which under that article would mean that she was going full speed astern), he held that as the vessel did in fact keep her course and speed, in compliance with article 21, and did not in fact put her engines astern (as alleged by the plaintiffs), there was no breach of article 28, and that if, while trying to keep her course and speed and to go ahead she had sounded three short blasts, she would in fact have been inviting *The Canning* to cross ahead of her, and that signal would have been misleading, and therefore, in the circumstances, *The Canning* was justified by article 27 in not giving the signal, and further, that as it was daylight, and therefore those on board could see all that *The Bellanoch* was doing, the fact that *The Bellanoch* did not give the signal was a highly technical point without weight or force. The Court of Appeal (Lord Alverstone, C.J., and Moulton and Kennedy, L.J.J.) assisted by nautical assessors, affirmed the decree of the President, being unanimously of opinion that *The Canning* was to blame for the collision on the ground that she ported too late or too little and maintained her speed too long, and that *The Bellanoch* had not committed any breach of articles 4 or 11. Lord Alverstone, C.J., and Kennedy, L.J. (Moulton, L.J., dissenting), also agreed with the President that *The Bellanoch* had not committed a breach of article 28, and that even if she had the breach could not possibly have contributed to the collision. Without hearing counsel for the respondents,

Lord LOREBUCK, C., in moving the appeal should be dismissed, said he was clearly of opinion that the judgment of the majority of the Court of Appeal affirming that of the President ought to be affirmed. He would not say anything which might appear to detract from the obligation of the strict observance of article 28, but he agreed with Kennedy, L.J., that in the special circumstances of this case there was no obligation on the part of *The Bellanoch* to give these short blasts every time an order was given to reverse engines. Even if *The Bellanoch* had done so it would not have affected the action of *The Canning*.

Lord ASHBORNE concurred. He should be very sorry to say anything which might be construed as impairing the stringency of article 28.

Lord JAMES OF HEREFORD and Lord ATKINSON concurred.—COUNSEL, Butler Aspinall, K.C., Horridge, K.C., and Bateson; Cohen, K.C., Laing, K.C., and C. R. Dunlop. SOLICITORS, Stokes & Stokes, for Thornley & Cameron, Liverpool; Lawless & Co.

[Reported by ESKINE REID, Barrister-at-Law.]

## Court of Appeal.

**LEVER BROTHERS (LIM.) v. THE ASSOCIATED NEWSPAPERS (LIM.)**  
No. 1. 29th June.

**LIBEL—PRACTICE—INTERROGATORIES—FAIR COMMENT—MALICE.**

In an action against the proprietors of a newspaper for libel, the defendants pleaded (inter alia) that the words complained of were fair comment, upon which the plaintiffs joined issue. The defendants administered the following interrogatory to the plaintiffs: "Do you intend to set up that the defendants in publishing the words complained of were actuated by express malice towards the plaintiffs? If yes, state generally the facts and circumstances on which the plaintiffs rely as shewing actual malice."

Held, that the interrogatory ought not to be allowed.

Cooper v. Blackmore (2 Times L. R. 746) not followed.

Appeal from an order of Jelf, J., at chambers. The action was brought to recover damages in respect of alleged libels published by the defendants in a newspaper belonging to them. The defence, so far as material, was a justification, and that so far as the words complained of consisted of comments they were fair comments made in good faith and without malice upon matters of public interest. The plaintiffs joined issue. The defendants thereupon administered the following interrogatory (among others) to the plaintiffs: "Do you intend to set up that the defendants in publishing the words complained of were actuated by express malice towards the plaintiffs? If yes, state generally the facts and circumstances on which the plaintiffs rely as shewing actual malice." The master and the judge at chambers, upon the authority of *Cooper v. Blackmore* (2 Times L. R. 746), allowed the interrogatory. The plaintiffs appealed.

THE COURT (FLETCHER MOULTON and BUCKLEY, L.J.J.) allowed the appeal. They held that the interrogatory was inadmissible. It asked the plaintiffs to state on oath what course they intended to adopt at the trial upon the issue as to malice. The interrogatory did not ask for an admission upon any question of fact in the action. The interrogatory, therefore, ought not to be allowed.—COUNSEL, Sir Edward Carson, K.C., Horridge, K.C., and F. E. Smith; Duke, K.C., and Norman Craig. SOLICITORS, Pritchard, Englefield, & Co., for Simpson, North, Harley, & Co., Liverpool; Lewis & Lewis.

[Reported by W. F. BARRY, Barrister-at-Law.]

**JAMES NELSON & SONS (LIM.) v. NELSON LINE (LIVERPOOL) (LIM.)**  
Re AN ARBITRATION BETWEEN JAMES NELSON & SONS (LIM.)  
AND NELSON LINE (LIVERPOOL) (LIM.) No. 1. 25th June.

**SHIP—DEMURRAGE—LOADING—"SUNDAYS AND HOLIDAYS EXCEPTED"—LOADING ON EXCEPTED DAYS—DESPATCH MONEY—"DAYS SAVED IN LOADING"—SUNDAY OR HOLIDAY.**

By a charter-party seven weather working days (Sundays and holidays excepted

were to be allowed for loading, and for any time beyond that period the charterers were to pay demurrage at the rate of £40 per day; and for each day saved in loading the charterers were to be allowed £20. The charterers, in the case of one ship, loaded on two holidays, but there was no express agreement as to whether or not those two days were to be treated as working days. In the case of another ship, the charterers by loading within the lay days enabled the ship to sail two days earlier than the date to which she might have been kept without paying demurrage, but one of those days was a holiday.

Held (by Vaughan Williams and Buckley, L.J.J., Fletcher Moulton, L.J., dissenting), that, in the first case, the proper inference was that the parties agreed to treat the holidays upon which loading was done as working days; and that in the second case the holiday was not a day "saved in loading" within the meaning of the charter-party.

Decision of Channell, J. (1907, 1 K. B. 788n, 12 Com. Cas. 185), affirmed.

In the first of these cases the appeal was from the judgment of Channell, J. (reported in 1907, 1 K. B. 788n, 12 Com. Cas. 185). The action, so far as material, was brought by charterers against shipowners for the return of a sum of money paid under protest in respect of demurrage under the charter-party agreement. The agreement provided: "Seven weather working days (Sundays and holidays excepted) to be allowed by owners to charterers for loading, and so in proportion for any part of a day, payable day by day. For each clear day saved in loading the charterers shall be paid or allowed by the owners the sum of £20." The ship arrived on the 5th of March, 1905, and loading ought to have begun on the 6th of March. The loading began on the 7th of March, and continued on the 8th, 9th, 10th, 12th, 13th and 14th of March. The 11th of March was a Sunday, on which no loading was done. The 13th and 14th of March were holidays, and the loading which was done on those days was done without any express agreement being come to as to whether those days were to count as working days, nor was there any evidence as to on whose suggestion or on what terms the work was done. The shipowners alleged that the two holidays on which work was done counted as working days, and that therefore the loading was not completed within seven working days, and they claimed demurrage accordingly. The charterers contended that the two holidays ought not to count as working days. Channell, J., upon the authority of *Brackelow Steamship Co. v. Lamport & Holt* (1907, 1 K. B. 787n), and not following his own opinion expressed in *Haider v. Weir* (1905, 2 K. B. 267), held that the proper inference to be drawn from the fact that loading was done on the two holidays was that the parties intended to treat those days as working days, and that therefore they must be counted as part of the lay days, and demurrage was payable. The charterers appealed.

In the second case, the appeal was from the judgment of Bray, J., upon a special case stated by Mr. Scrutton, K.C., as arbitrator, the latter having stated his award in the form of a special case. The question was whether the charterers were entitled to despatch money in respect of several ships at the rate of £20 a day under the latter part of the clause set out above. The case stated that in some cases the charterers, by loading within their lay days, allowed the ship to sail two clear days earlier than the date to which she might have been kept without demurrage becoming payable, but one of such days was a Sunday or holiday on which the charterers were not bound to work. The arbitrator came to the conclusion that he was bound by the decision in *The Glendevon* (1893, P. 269) to hold that despatch money was not payable on days on which the charterers had no right to use the ship, as they could not "have" days which they never had under their control. Bray, J., upon the authority of *The Glendevon*, held that the decision of the arbitrator was right. The charterers appealed.

THE COURT (VAUGHAN WILLIAMS and BUCKLEY, L.J.J., FLETCHER MOULTON, L.J., dissenting) dismissed both appeals. The majority of the court held that the proper inference from the fact of loading having taken place on the two holidays was that the parties had agreed to treat those days as working days, and therefore to include them in the lay days; and in so holding they followed the decision of Lord Russell of Killowen in *Brackelow Steamship Co. v. Lamport & Holt* (supra), of Bray, J., in *Whitall & Co. v. Rahten's Shipping Co.* (1907, 1 K. B. 783), and of Channell, J., in the present case. They also held that *The Katy* (1895, P. 56) was an authority in the same direction. As to the second appeal, the majority of the court held, following *The Glendevon* (supra), that the Sunday or holiday was not a day "saved in loading," as the charterers never had the right to load on that day. The words did not refer to the saving of delay to the ship. They said that *The Glendevon* was not inconsistent with the decision of the Court of Appeal in *Laing v. Hollway* (3 Q. B. D. 437). They accordingly held that no despatch money was payable in respect of the Sunday or holiday.—COUNSEL, Rufus Isaacs, K.C., J. R. Atkin, K.C., and Leslie Scott; J. A. Hamilton, K.C., and Maurice Hill. SOLICITORS, Charles Russell & Co., for Lightbourn, Owen, & Macleer, Liverpool; Rawle, Johnstone, & Co., for Hill, Dickinson, & Co., Liverpool.

[Reported by W. F. BARRY, Barrister-at-Law.]

## High Court—Chancery Division.

**GLOSSOP v. GLOSSOP AND GLOSSOP & BULAY (LIM.)** Neville, J.  
27th June.

**COMPANY—ARTICLES OF ASSOCIATION—DIRECTOR—RESIGNATION—NOTICE IN WRITING—ACCEPTANCE OF NOTICE—RESOLUTION OF BOARD OF DIRECTORS.**

The plaintiff having handed a notice of his resignation as managing director in writing to the company, subsequently withdrew the same by a letter. The



defendants, acting under the articles of association of the company, duly convened a meeting of the board of directors, at which a resolution was passed that the plaintiff had vacated his office. Upon a motion by the plaintiff for an injunction to restrain the defendants from excluding him from his office as managing director, it was held, that, the plaintiff, having given notice of resignation as required by article 84, was not entitled to withdraw the same without the consent of the company. Resignation of office depended on notice properly given, and not on acceptance of the same by the company.

Motion. This was an action brought by the plaintiff, Alfred Bulay (Glossop), for a declaration that he held, and continued to hold, until the office was vacated in accordance with the regulations of the defendant company, the office of managing director of the defendant company, and for an injunction to restrain the defendants, other than the company, from excluding or purporting or attempting to exclude him from the office of managing director of the defendant company, or interfering with him in the discharge of his duties as such managing director. The defendant company was registered in December, 1898, under the name of William Glossop (Limited) for the purpose of acquiring and taking over as a going concern the business of malster and brewer formerly carried on by William Glossop, deceased, and since his decease by the trustee or trustees of his will and codicil. By clause 70 of the articles of association the plaintiff was to be one of the first directors of the company, and by clause 71 he was also to be the managing director. In the latter part of 1900 arrangements were made by which the business of the defendant William Winder Bulay should be amalgamated with the business of the company, that the capital of the company should be increased, and that the name of the company should be altered so as to include the name "Bulay," and special resolutions carrying the same into effect were duly passed, confirmed, and registered. On the 16th of May, 1907, the plaintiff wrote out a letter resigning his position as managing director, and handed it to the defendant William Glossop. On the following day the plaintiff asked the said William Glossop to return to him his letter of resignation, but this request was refused. On the 23rd of May, 1907, the plaintiff wrote a letter to the company stating that the resignation was made under misapprehension, and that he absolutely withdrew the same. On the 24th of May, 1907, a meeting of the directors which had been duly convened was held, and after the letter of resignation of the plaintiff had been read it was resolved that it be declared that the plaintiff had vacated his office as managing director of the company. On the question of vacation of office the material articles were articles 84 and 85, which declared that if by notice in writing to the company a managing director resigned his office, the vacation of office should not take effect unless the directors should pass a resolution that the managing director had vacated his office, such resolution to be passed within six calendar months from the happening of the event whereby such managing director had vacated his office. For the plaintiff it was contended that he had not resigned his office as managing director, as he had withdrawn his notice of resignation. His letter of the 16th of May, 1907, contained only an offer to resign, and such offer could be withdrawn at any time before it was validly accepted. On the 24th of May there was nothing before the directors on which they could pass a resolution. If the directors had an option by article 84 for six months not to accept his resignation, he ought to have a similar right to withdraw his notice of resignation before the resolution was passed. For the defendants it was urged that the plaintiff could not withdraw his resignation. The office of director could be resigned at will, provided the notice was given in a proper way. Under the articles the resignation depended on the happening of a certain event—viz., the notice in writing to the company. The director had performed his condition under the articles, and this brought his office to an end. The directors of the company were now masters of the situation, and the plaintiff could not withdraw his notice without the consent of the company: *Re Gloucester and Central Wales Railway, Maitland's case* (4 De G. M. G. 769, 2 W. R. Dig. 41), *Reg. v. Wigan Corporation* (33 W. R. 547, 14 Q. B. D. 908), and *Finch v. Oake* (40 SOLICITORS' JOURNAL 224; 1896, 1 Ch. 409, 44 W. R. Dig. 171).

NEVILLE, J., said the question to be decided was whether the defendants were right in treating the plaintiff as having vacated his office in consequence of the notice in writing which he had handed to the company. There was no doubt that in law a director could vacate his office at any time by giving proper notice to the company. Resignation of office depended on notice, and not on acceptance of such notice by the company, and the company had no right to refuse to accept such resignation. It followed from this that a director having once given proper notice was not entitled to withdraw the same except with the consent of the company. The question in each case depended on the contract between the parties, and for this purpose he had to consider the articles of association, the most material of which were articles 84 and 85. These articles which dealt with "resignation" contemplated the happening of two events, the first being a notice in writing to the company by the managing director of his resignation, the second being the proviso contained in article 85 to the effect that the vacation of office should not take effect unless the directors should pass a resolution within six months from the happening of the event that the managing director had vacated his office. By such notice he vacated his office, but such resignation did not take effect until the company did a certain thing—viz., pass a resolution, up to which time the resignation was only suspensory. The articles did not mean that the office was vacated only on the passing of the resolution. The office was vacated on the notice being given, and the managing director could not withdraw his resignation without the consent of the company. His lordship made no order on the motion, except that costs be costs in the action.—COUNSEL, Jenkins, K.C., and Waggett; Gorse-Broune, K.C., and Wheeler. SOLICITORS, Stevenson & Gouldwell, for Stiekney & Barton, Hull; Jaques & Co., for Watson, Son, & Smith, Bradford.

[Reported by EDWARD J. M. CHAPLIN, Barrister-at-Law.]

## High Court—King's Bench Division.

HARROGATE CORPORATION v. MACKAY. Div. Court. 30th June.

WATERWORKS—SUPPLY OF WATER—"DOMESTIC PURPOSES"—MOTOR-CAR USED BY DOCTOR IN HIS PRACTICE—WATERWORKS CLAUSES ACT, 1863 (26 & 27 VICT. C. 93), s. 12.

Section 12 of the *Waterworks Clauses Act, 1863* (26 & 27 VICT. C. 93), enacts: "A supply of water for domestic purposes shall not include a supply of water for cattle or for horses or for washing carriages where such horses or carriages are kept for sale or hire or by a common carrier, or a supply for any trade, manufacture, or business, or for watering gardens or for fountains or for any ornamental purposes."

Held, that a doctor who used a motor-car in his practice was not liable under the above section to pay a special rate for water used by him in connection with his motor-car.

Case stated by justices for the West Riding of Yorkshire, who had dismissed a complaint preferred by the appellant corporation under the *Waterworks Clauses Act, 1847*, and Acts amending the same, the *Public Health Act, 1875*, and the *Harrogate Corporation Waterworks (Transfer) Act, 1897*, against the respondent, Dr. Mackay, to recover 10s., being rent for water supplied to and used by the respondent for other than a domestic purpose—namely, for the purposes of his profession or business of a physician and surgeon—during the half-year ending the 25th of December, 1906. The case stated that the respondent kept a motor-car, which he used for his business as a professional man, and that he kept it in an out-building adjoining his dwelling-house. He paid a water rate of £1 17s. 6d. a half-year for water supplied and used for domestic purposes, and the corporation claimed that they were entitled to be paid in addition a further sum of 10s. half-yearly for water used by the respondent for washing his motor-car. Section 34 of the *Harrogate Corporation (Waterworks Transfer) Act, 1897*, enacts "that the corporation (the appellants) may supply water for other than domestic purposes on such terms and conditions as they may think fit," and the appellants contended that water used for washing a motor-car was not used for domestic purposes, and that as the motor-car was used by the respondent in his practice, the water so used was used for the purposes of trade, and should be charged for accordingly. They relied on section 12 of the *Waterworks Clauses Act, 1863*, which enacts that "a supply of water for domestic purposes shall not include a supply of water for cattle or for horses or for washing carriages, where such horses or carriages are kept for sale or hire, or by a common carrier or a supply for any trade, manufacture, or business . . . purposes." Further, they said that as the respondent had paid without objection the rent demanded for two and a-half years, there was an implied contract between the appellants and the respondent that if the appellants continued to supply water for this purpose he would pay the same rent as he had always paid. The justices were of opinion that water used for this purpose by the respondent was not used by him for a business within section 12 of the Act of 1863; that that section was an exhaustive one, and did not include water for washing a private motor-car. They also were of opinion that on the facts a contract could not be implied under which the respondent was liable to pay for water supplied to and used by him for this purpose. The respondents were not heard.

LORD ALVERSTONE, C.J., in giving judgment, said in *1857 Busby v. Chesterfield Waterworks and Gas Light Co.* (E. B. & E. 176) decided that the washing of a carriage was a domestic purpose. In 1863 it was thought desirable in the interests of the water companies to impose some limit, and that was done by the *Waterworks Clauses Act* passed in that year, and was to be found in section 12. If it had been intended to hit such a case as the present it could have been done by putting in after the words "Where such horses or carriages are kept for hire" some such words as "or where a carriage was used by a professional man to make his rounds in." There were no such words in the section, and the point that this was a supply for a trade or business was really not arguable. The justices came to a right decision, and this appeal would be dismissed.

DARLING and A. T. LAWRENCE, JJ., gave judgment to the same effect. Appeal dismissed.—COUNSEL, Danckwerts, K.C., and W. Mackenzie; Avery, K.C., and Moresby White. SOLICITORS, Sharpe, Parker, & Co., for J. Turner Taylor, Town Clerk, Harrogate; Collyer-Bristow & Co., for Titley & Puerer-Crow, Harrogate.

[Reported by HASKINS REID, Barrister-at-Law.]

GREAT YARMOUTH UNION v. ST. MATTHEW, BETHNAL GREEN, GUARDIANS. Div. Court. 17th June.

POOR LAW—SETTLEMENT AND REMOVAL—RAILWAY GUARD OF NIGHT GOODS TRAIN—SETTLEMENT BY RESIDENCE—DIVIDED PARISHES AND POOR LAW AMENDMENT ACT, 1876 (39 & 40 VICT. C. 61), s. 34.

The pauper, a guard on a night goods train running regularly between London and Great Yarmouth from 1871 to 1897, resided at St. Peter's-street, N.E., within the respondents' district, and during that time rented a furnished room at Yarmouth, where on alternate days he lived and slept. In 1897 he married again and went to reside at Yarmouth, but retained a furnished room in the house he formerly rented at St. Peter's-street. In 1906 he met with an accident and became chargeable to the respondents' union, having resided at Great Yarmouth for upwards of three years under such circumstances as would render him irremovable. The respondents obtained an order of a metropolitan magistrate adjudging the

parish of Great Yarmouth to be the last legal settlement of the pauper. The Great Yarmouth Union appealed.

Held, dismissing the appeal, that the order was rightly made; the inference to be gathered from the facts being that the pauper after 1897 regarded Yarmouth as his permanent residence.

Case stated by quarter sessions. The respondents, the Guardians of St. Matthew, Bethnal Green, had obtained an order of a metropolitan magistrate adjudging the parish of Great Yarmouth to be the place of the last legal settlement of John Weald, aged sixty-three years, a pauper chargeable to the parish of St. Matthew, Bethnal Green, suffering from a sickness which would produce permanent disability. John Weald was a night goods train guard in the employment of the Great Eastern Railway Co. for twenty-seven years prior to the 21st of July, 1905, when he met with an accident. From 1871 till October, 1897, he resided with his first wife at a house in St. Peter's-street, Hackney-road, and had a lodging at Great Yarmouth. In the latter year he married his second wife, and, as stated in the case, for three years prior to 1906 resided with her at Great Yarmouth, under such circumstances as would render him irremovable. After his second marriage Weald ceased to be a tenant of the house in Bethnal Green, and gave the bulk of his furniture there to his married daughter and became her lodger, renting weekly from her a furnished room which he regularly occupied when in London. Being a night goods train guard, he used to arrive at Great Yarmouth at 6.5 a.m. and was due out the same day at 4.10 p.m., that train being due in London at 1.55 a.m. The rest of that night and the following day till 11.18 p.m. he remained in London, and thus slept at St. Peter's-street and at Yarmouth on alternate days. The appellants contended that Weald's residence in Yarmouth was not under such circumstances as would render him irremovable, because by retaining a room at St. Peter's-street it must be taken he still regarded that as his permanent residence, and that his settlement remained the settlement he had obtained prior to his marriage with his second wife in 1897, in the respondents' parish.

Lord ALVERSTONE, C.J., in giving judgment, said the evidence was that Weald spent his time in travelling backwards and forwards between London and Yarmouth. He went to live at his house in Yarmouth in 1897, when he married his second wife. He was rated in respect of this house, and was rated as the occupier. Then on alternate days he went to his lodgings in Bethnal Green, which were at the house he once resided at with his first wife, and which had been kept on by his married daughter, a Mrs. Warman. Unless the evidence had established that Weald still regarded his room at Bethnal Green as his place of residence, it was clear that he was settled at Yarmouth. That was the ground of the decision in *Reg. on the Prosecution of the Overseers of St. Pancras v. Norwood Overseers* (L. R. 2 Q. B. 457), *Merthyr Tydfil Union v. Stepney Union* (52 L. T. 959). It was said by the appellants here that Weald intended to treat Bethnal Green as his residence, but he could not accept that contention.

DARLING, J., agreed. The case of the respondents, that the pauper intended to take up his permanent residence at Yarmouth after 1897, was exceedingly strong. The goods he left at Bethnal Green he gave to his daughter, and remained on as a lodger in her house.

A. T. LAWRENCE, J., concurred. Appeal dismissed.—COUNSEL, Rawlinson, K.C., and W. A. Casson; Macmorran, K.C., and Bell. SOLICITORS, Collier & Vithams; Double & Co.

[Reported by BRADKINS REID, Barrister-at-Law.]

## Societies.

### The Law Society.

#### ANNUAL REPORT OF THE COUNCIL.

The following are extracts from this report:

**Council Elections.**—Notice of a motion to render retiring members of the Council ineligible for re-election until one year after their retirement was given for the special general meeting in April last. The Council were advised, and are of opinion, that the motion was illegal, as being *ultra vires* the charter, which provides that the Council shall be elected from among the whole of the members. The President therefore ruled the motion out of order, and it was not put to the meeting. The Council consists of fifty members, of whom forty are ordinary members; thirty being elected from London and ten from the country. The present practice of electing members has existed since the year 1894, when a committee of the Council was formed to watch vacancies and to recommend the names of suitable candidates for election. It has been the practice of the committee to seek the assistance of the provincial law societies in suggesting the names of suitable members from the country. With respect to the vacancies arising amongst London members, half are usually filled from amongst members practising in the city, and half from amongst members practising in the West End of London. The nomination papers of members who have been selected by the committee have since 1894 been signed by the president and vice-president, and also on behalf of the associated provincial law societies. The nomination papers for re-election of retiring members are not usually so signed. This practice was discussed at the annual general meeting of the society in the year 1894, and was generally approved, country and other members being desirous of having the views of the Council as

to suitable candidates. Before the special general meeting in April the Council had appointed a committee to consider and report upon the constitution of the Council and the regulations and practice in relation to the election of members of the Council, with power to the committee to confer with the associated and other provincial societies. It is hoped that the report of this committee will have been presented to and considered by the Council in time to admit of the result being submitted to the members at the annual general meeting.

**Membership of the Society.**—The society has now 8,653 members, of whom 4,031 practise in town and 4,622 practise in the country. The number of members who joined the society during the past year is 339, as compared with 408 in the previous year. After allowing for deaths, resignations, and exclusions, the number of members shows an increase for the year of sixty-three, and is the highest hitherto attained. A leaflet giving information as to the society is handed to every solicitor on admission.

**Provincial Meeting.**—No invitation has yet been received with regard to a provincial meeting this year.

**The Society's Building.**—At the special general meeting held in April last a suggestion was made by a member that the supply of light refreshments and smoking should no longer be permitted in the common room. The suggestion, however, found little support, and was not carried, and the Council do not see their way to encourage any such idea, as they feel that the purposes referred to were among the main objects for which the common room was, in consequence of repeated requests, originally provided, and the facilities now given are very generally appreciated by the members.

**Luncheon Rooms.**—There was a loss to the society on this account in 1906 amounting to £110 5s. 3d., after writing off a sum of £124 3s. 10d. for depreciation to plant. This loss was due to the fact that, during the interval between the death of the late caterer and the appointment of his successor, all the arrangements in connection with the refreshment department, which are very extensive, had to be made by the society's staff, no member of which had had any experience of work of so technical a character. It is still not as well known as it should be that the rooms are open to all members of the society without election or any subscription beyond the ordinary subscription to the society.

**Registry Department.**—The work in the registry department continues to show a steady increase over that of previous years. Several letters have been received from members as to business they have recently transacted through the use of the sale and mortgage registers, including particulars of two mortgages of £12,000 and £2,700 respectively for a firm of solicitors in Northumberland, two of £125,000 and £50,000 for a firm in New-square, one of £20,000 for a firm in Gray's-inn, and several of various amounts ranging from £500 to £10,000 for solicitors in various parts of England and Wales. The attention of members is especially directed to the society's clerkship registers. About 2,000 entries a year are made on the society's register F (Clerkships Wanted) by admitted or unarticled clerks in want of a situation, and for some years past a record has been kept of such clerks, and also of cases where the attention of the staff has been drawn by members to instances in which they have been defrauded by their employees. No clerk is allowed even to inspect the vacancy registry without first producing a letter of recommendation from a member of the society, or, in cases where it is impossible to obtain this, from some responsible person, to the effect that the clerk is personally known to the writer and is of good character; and members obtaining clerks through the registry are thus safeguarded, so far as is possible considering the extent to which the register has grown of late years, against employing men of doubtful reputation. Members are advised to ascertain, before engaging a clerk, that his name is registered with the society.

**Library.**—Nine hundred and seventy-five volumes were added to the library during the past year by donation and purchase, and the total number of volumes is now about 48,000. Fifty-seven students have subscribed to the library since May, 1906. A supplement to the library catalogue of 1891 was issued last summer. It contains all additions made to the library during the fifteen years from the issue of the catalogue in 1891 up to July, 1906. The Council have continued their subscriptions to the learned and scientific societies enumerated in last year's annual report.

**Examinations.**—The following table shows the results of the last four examinations, as compared with the four immediately preceding:

PRELIMINARY EXAMINATION.

Year.	JULY		OCTOBER		FEBRUARY		MAY	
	No. of Candidates	Passed	No. of Candidates	Passed	No. of Candidates	Passed	No. of Candidates	Passed
1905-1906	150	85	98	60	125	76	97	54
1906-1907	139	85	103	44	104	60	90	56



## INTERMEDIATE EXAMINATION.

Year.	JUNE		NOVEMBER		JANUARY		APRIL	
	No. of Candidates	Passed	No. of Candidates	Passed	No. of Candidates	Passed	No. of Candidates	Passed
1905-1906	207	141	276	185	65	45	163	124
1906-1907	247	174	180	137	129	88	134	100

## FINAL EXAMINATION.

Year.	JUNE		NOVEMBER		JANUARY		APRIL	
	No. of Candidates	Passed	No. of Candidates	Passed	No. of Candidates	Passed	No. of Candidates	Passed
1905-1906	318	210	198	134	196	138	174	110
1906-1907	308	231	213	140	167	112	144	77

## HONOURS EXAMINATION.

Year.	JUNE		NOVEMBER		JANUARY		APRIL	
	No. of Candidates	Classed	No. of Candidates	Classed	No. of Candidates	Classed	No. of Candidates	Classed
1905-1906	137	56	85	24	90	27	75	15
1906-1907	154	27	99	30	71	16	59	11

The numbers of successful candidates in 1906-7, as compared with the numbers in 1905-6, are as follows: Preliminary, 245, as against 275; Intermediate, 399, as against 493; Final, 560, as against 592; Honours, 84, as against 122.

*School of Law.*—No further progress has been made with the scheme for a School of Law since the issue of the last report of the Council. The Council, however, entertain the hope that the subject will be revived at an early opportunity.

*The Society's Lectures and Classes.*—The new system of legal education may now almost be said to have passed out of the period of experiment. Last year it appeared that the critical time which usually follows the establishment of a new scheme had been passed; and this year's figures show a steady increase on those of last. The total number of individual students entered during the session 1906-7 is 276; that of the previous session, 235. Again, the highest recorded entry for any term during the session 1905-6 was 146; that for the session just ended was 170. As the number of new students joining during the recent session showed no substantial increase on that of the previous session, it is clear that the increase in the number of students attending must be attributed mainly to the greater length of time during which the average student continues his attendance. This fact is important, not only as being in itself desirable, but because it would appear to show that the students are convinced of the benefit to be derived from the society's system. The apparent want of elasticity in new entries was confined to the first two terms of the session; in the last two there was a large entry of new students. And this is the more satisfactory, when it is remembered that the number of articled clerks has shown a steady decrease since the year 1885. Since the new system was inaugurated in 1903, no fewer than 652 students have come directly under its influence. The new advanced classes which were started last year, and the classes for students reading for London degrees, continue to be satisfactory. In the latter, especially, there has been a marked increase, and the Council hope that a way has at last been found by which the desire of solicitors to obtain university degrees may be satisfied without detriment to their professional work.

(To be continued.)

## Solicitors' Benevolent Association.

## ANNIVERSARY FESTIVAL.

The Solicitors' Benevolent Association celebrated its forty-seventh anniversary festival at the Whitehall Rooms, Hôtel Metropole, on Thursday, the 27th ult., the chair being taken by Mr. R. W.

COOPER (Newcastle-on-Tyne). The company included Mr. Justice Swinfen Eady, Mr. W. S. Hume-Williams, K.C., Mr. R. Younger, K.C., Mr. Henry Attlee (President of the Law Society), Mr. Richard Pennington, J.P., Sir John Gray Hill (Liverpool), Mr. W. H. Gray, Mr. J. Roger B. Gregory (chairman of the board of directors), Mr. J. W. Hills, M.P., Mr. A. Wightman, J.P. (Sheffield), Mr. J. R. Roberts (president of the Newcastle-on-Tyne Law Society), Mr. Gerald Sturt, Mr. F. M. Remnant, J.P., Mr. Maurice A. Tweedie, Mr. H. V. Remnant, Mr. B. T. Watkin-Williams, Mr. Graham S. Steel, Mr. H. R. Lewis, Mr. Leslie Vigers, Mr. W. F. Cunliffe, Mr. James Turner, Mr. E. V. Cawdry, Mr. W. P. Fullagar (Bolton), Mr. F. L. Sutton, Mr. E. H. Purves, Mr. H. Ball, Mr. A. D. Sykes, Mr. A. Davenport, Mr. H. L. Cripps, Mr. C. E. C. Browne, Mr. W. Trower, Mr. F. W. Atkey, Mr. H. G. Muskett, Mr. E. F. Barker, Mr. C. P. King, Mr. W. G. King, Mr. C. G. May, Mr. J. H. Cooke (Wimborne), Mr. W. A. Sharpe, Mr. Harry Dixon, Mr. R. A. Pinent (Birmingham), Mr. W. Dowson, Mr. A. T. Plant, Mr. G. W. Newall, Mr. J. C. Openshaw, Mr. J. N. Bailey, Mr. H. V. Wells, Mr. J. A. Parkyn, Mr. E. L. Burgin, and Mr. J. T. Scott (secretary).

The CHAIRMAN proposed the health of "The King," followed by that of "The Queen," and of "The Prince and Princess of Wales and the other Members of the Royal Family," which were drunk with the customary loyal enthusiasm.

The CHAIRMAN then proposed the toast of the evening, "The Solicitors' Benevolent Association, and may prosperity continue to attend it." He said that on such an occasion as the present there were practically two considerations which arose, questions which really interested the members of the society, and which ought to interest a wider range outside, practically the whole of the solicitor branch of the profession. The first question was as to whether the membership of the association was as numerous as its most enthusiastic well-wishers could desire. He hoped that he should not be thought presumptuous when he ventured to think that the answer to that question could not altogether be in the affirmative, because it seemed to him a startling fact that out of some 16,000 persons on the roll of solicitors less than one-fourth were members of the association. The difficulty was how to increase the membership. He observed, on looking at the report, that various suggestions had been made at the last annual festival with this object. One very good one, if it had been practicable, would, he thought, have been attended with happy results. It was that every member attending the annual festival should make it a point of honour to bring with him the names of at least five or six new subscribers. He confessed that he would be very happy if he found, as a result of this anniversary, the membership had been increased by such a number of new members, because he was told that during last year the total number of new members had amounted to 180, and that, of course, did not represent the gain, because during that period the number of members was reduced, owing to deaths or the withdrawal of subscribers, so that the total gain was about thirty members. The question was, Could anything be done to create a greater interest in the affairs of the association by means, for example, of local committees? He observed that, to a limited extent, there were local committees, and he was sure that if members could find time to throw a little more energy into the work of the association by means of local committees much good might be done. He had no doubt that a great deal could be done by individual personal effort; but the real difficulty, as he had found in the course of the last four or five weeks, as a result of having been asked to preside at the annual festival, was how one who desired that the festival should be successful could find time to perform a thoroughly satisfactory canvass of all one's friends; and he felt convinced, in the light of what had proved, after all, a satisfactory response to the personal appeal he had made to some of his friends in the North, that if it were possible, from time to time, to make something like a thorough canvass of the solicitors in the different large centres, a great deal of good might be done. The next question was, How was it possible to enlist still more the interest of the very young members of the profession? He spoke with bated breath in the presence of the President of the Law Society, but if it were possible by some means or another to bring some indirect pressure to bear upon the young men on first entering the profession as to the desirability of becoming members of the association, he thought that a considerable amount of good might result. He believed that there was still a vein of considerable generosity which might be successfully exploited, the only thing was how best to do it, and he only threw out these suggestions for their consideration, with the view of seeing whether, in the course of the next twelve months, it might not be possible to record a really substantial increase of the members, and more particularly of those who were annual subscribers. The next question was whether the need of the association was not as urgent as ever it had been. He did not think there could be any doubt about that. During the last year the association had given away about £5,500, in round figures, and it was to be regretted that the revenue for the purpose of meeting the claims on its funds was under £4,500 a year; so that for the remainder the association had practically to depend upon the anniversary festival. It was perfectly obvious that when the society had to disburse such a large amount of money its needs were as urgent as ever, and some of the cases which came before the association were of the most pitiable character. This remark applied not only to the older members of the profession, who had got to the end of their work, but also to the very young, those who were just beginning the practice of their profession. He had in his mind a

most painful case of a young solicitor, but thirty years of age, who had been stricken down with tuberculosis, whose means were at an end, and who was about to become an applicant to the association for assistance. He had also in his mind the case of a solicitor of the age of eighty-seven, who, after many years' struggling, earning his livelihood by means of a small practice, was now seeking a situation. And with regard to those dependent upon people in such circumstances the case was equally hard. He had now and again come across some lamentable cases, in which, if friends had not come forward and helped, the lot of the dependents on solicitors would often be of the hardest. He thought he need not labour the matter. If any one had any doubt about the useful work the association was doing he need only take the trouble to communicate with the secretary, who could furnish him with abundant evidence of the many cases which required assistance. That being so, he ventured to think he had only to remind those present that it was a matter of duty that they should assist the association. He asserted that, as a profession, solicitors were justly alive to their duty, and he could not doubt that any solicitor who reflected for a moment would see the need of supporting the association to the utmost. He could not imagine, especially in the case of those who had met with a fair measure of success in the profession, that they could remain indifferent to the claims of such cases as he had mentioned. This was the anniversary festival of the society, and he hoped that its result would bring some comfort to those whose life, so far from being a festival, much more resembled a mournful tragedy.

The SECRETARY (Mr. J. T. Scott) announced subscriptions and donations to the amount of £1,420, among which were the following: The Chairman, £105; Manchester Incorporated Law Association, £105; Sir Geo. Lewis, £100; Mr. C. W. S. Goodger (Newcastle-on-Tyne), £52 10s.; Mr. Jas. Kirkley (Sunderland), £52 10s.; Sir John Hollams, £52 10s.; Mr. Henry Atlee, £26 5s.; Messrs. Clayton and Gibson (Newcastle-on-Tyne), £25; Mr. G. F. Boyd (Newcastle-on-Tyne), £25; Mr. A. Wightman, J.P. (Sheffield), £21; Sir John Gray Hill, £21; Messrs. Wilkinson and Marshall (Newcastle-on-Tyne), £21; Mr. W. A. Harle (Newcastle-on-Tyne), £20; Mr. T. W. Thompson, £20; Mr. Ralph Simey (Durham), £10 10s.; Mr. J. H. Rennoldson (South Shields), £10 10s.; Mr. W. S. Burton (Newcastle-on-Tyne), £10 10s.; Mr. E. E. Charlton (Newcastle-on-Tyne), £10 10s.; Mr. L. C. Lockhart (Newcastle-on-Tyne), £10 10s.; Mr. H. W. Sample, £10 10s.; Mr. J. Roger B. Gregory, £10 10s.; Mr. R. W. Tweedie, £10 10s.; Mr. W. G. King, £10 10s.; Mr. Hy. Manisty, £10 10s.; Kent Law Society, £10 10s.; Mr. J. M. Johnstone, £10 10s.; Mr. J. Turnbull, jun., £10 10s.; Mr. John Mackrell, £10 10s.; Mr. J. C. Barnard, £10 10s.; Mr. L. S. Riff (Sunderland), £10 10s.; collected by Mr. J. H. Cooke (Windsor), £101 6s. 6d.; and by Mr. L. W. North Hickey, £31 5s. 6d.

SIR JOHN GRAY HILL proposed the toast of "The Bench and the Bar," speaking of the integrity, the impartiality, and the celerity in the dispatch of business which characterised the bench, and which was so familiar to them that they were apt to think little of these qualities. But to any one who, like himself, happened in the course of his business to have been brought into contact with the doings of foreign courts, the present state of affairs in England was of a most satisfactory and gratifying description. In conducting a large shipping business he had seen a good deal of foreign litigation, and had had some little personal experience of the work of the bench of some foreign countries, which often compared very unfavourably with that of the courts of our own country. As to the celerity with which the business was dispatched, he had had something to do with the admiralty and commercial courts, and he had had cases in which a decision had been obtained in a fortnight after the action had arisen; and he would ask where else was this the case? He knew of another country where a decision had taken twenty years. This being a gathering of solicitors, he would venture to say a word about the position of that branch of the profession as regarded the judges. There had been judges—he would not say there were any now—who had been rather hard upon solicitors, but sometimes those who were sitting upon the bench did not know everything which was known to those who were sitting in the well of the court, and occasionally things appeared in a light as regarded the solicitor which was not always justifiable, and sometimes remarks were made which were not altogether warranted. But they were all thoroughly convinced of the integrity, the impartiality, and the ability of the judges, and of the celerity with which they disposed of the business which came before them. He was reminded of an Eastern proverb, "The camel has his ideas and the camel-driver has his ideas," and if the judge and the solicitor sometimes differed in their view of things it was, perhaps, only natural.

Mr. Justice SWINFEN EADY responded for the bench. He said that Sir John Gray Hill had spoken of the integrity and impartiality of the bench, and of their celerity. With regard to their integrity and impartiality, he was happy to say that in this country, at least, it was a matter on which he thought all were agreed; but the celerity was a more dangerous topic. He wished he could have referred to a more satisfactory state of affairs in certain branches of the law. He thought it could not be denied that, although legal business was dispatched in England in a manner quite different, and much more quickly than in many countries, to which Sir John Gray Hill had referred, yet at the present time there was a block in certain classes of business which ought not to exist, and no one could refer with satisfaction to the position of things in the Court of Appeal or in the King's Bench Division. It must be borne in mind that most of

the judges were getting on in years. There were few who were under sixty years of age, and there were several who were over seventy, and it must be remembered that amongst middle-aged and elderly men illness and consequent absence from their duties must be occasionally looked for, and there should be the margin of safety which had often been insisted upon, but which was never present. When to the ordinary infirmities of nature was added the fact that the president of an important court was taken away for other duties, and had to give his time to other matters than the ordinary administration of justice, it was all the more essential that the number of judges should be increased. When it was taken into consideration that pending legislation would add a great deal of work to that which the judges had already to discharge, the need for increasing the strength of the bench became the more apparent. It had been said that sometimes certain members of the bench had been rather hard upon solicitors. He was quite sure that it could not be said of the bench as a whole. He was absolutely sure that no feeling of the sort was entertained; but sometimes solicitors were rather hard upon one another, and in great matters that were now pending elsewhere, and which were agitating the Law Society and many prominent members of that body, and the profession generally, that observation might be made. He thought the leading opponents of the solicitors came from their own body, and that there was no foundation for the notion that the bench was at all hard upon solicitors. The only time in his experience when anything had been said against the solicitor the remark had been caused by the absence of the solicitor's diary. It might seem a small matter, but he could assure them, speaking as a judge of fact, sitting day after day anxious to get to the truth, that the one matter which could always be relied upon was the entries in a solicitor's diary. They were daily entries of the work of the day, and formed a most important record of the transactions that came under consideration. One knew how frail one's memory was, and how, after a little distance of time, one might give a very different account of a particular transaction, not from any desire to distort facts, but owing to the lapse of time simply. But reliance could be placed upon a record made at the time when the events occurred, and he knew that many predecessors in the office he held had often urged upon solicitors the very great importance of accuracy in the entries in their diaries. He should not have said all this but for the observation made by Sir John Gray Hill. But he thought that those members of the bench who criticized others were themselves fully conscious of their own imperfections. He could remember when he was at the bar the criticisms which were passed by barristers upon the judges before whom they practised. It would be said of one, "He is so slow," and of another, "He is so hasty, he doesn't listen to what is said." These were criticisms which were made every day. If a judge interrupted, it was said, "We can't get a word in." If the advocate talked and the judge listened it was the reverse. On the other hand, he thought that one of the most embarrassing positions was that of the advocate practising before a judge who never opened his mouth. Loquacious judges and taciturn judges were both poor specimens, but when one considered the various qualifications necessary to discharge judicial duties properly, and to the satisfaction of the profession, one was impressed with one's own shortcomings, and he was sure that the members of the bench were anxious to discharge their duties to their best ability, duties which he did not think had been ever more important than at the present time. The method of trial should remain trial by judge and trial by jury, and not trial by any of the new methods which at one time seemed likely to come into vogue.

Mr. W. E. HUME-WILLIAMS returned thanks for the bar. He said that wherever one looked one found the lawyer taking the dominant, the leading part in the ordering of human affairs. The leading members of the United States Legislature were recruited from the ranks of the legal profession, and in the field of commerce the lawyer was everywhere prominent. Of all commercial undertakings, the largest were conducted by means of joint stock enterprise, and who brought the company to birth but the lawyer, who tended its infantile steps, who was expected to soothe the angry shareholder and answer the angry question which the chairman said he did not understand but the lawyer would? The number and variety of the positions the lawyer was expected to fill was becoming more marked and widely spread, and he thought the reason was that the public were beginning to find out that the members of the profession were, as a body, reliable gentlemen. In saying that he claimed no monopoly of honourable traditions for his branch; they were the common property of the whole of the profession. The bar had rules, written and unwritten, upon the observance of which depended the proper administration of justice. The judges depended—they must depend—upon the advocate, and he was proud to think that the advocate remembered, as a rule, not only that he was an advocate, but that he was a member of a profession governed by rules which demanded scrupulous fairness and strict accuracy, and those rules were framed in accordance with truth and honour, and made for the public good. They were the foundation of the great profession to which they belonged, and, although the bar at present did not possess an Erskine or a Russell, still he ventured to claim on its behalf that it was not unworthily upholding the splendid traditions which were the common heritage of them all.

Mr. ROBERT YOUNGER, K.C., proposed the toast of "The Law Society, and the Provincial Law Societies of England and Wales." He said that the legal profession, as a whole, was not so unpopular with those who did not know it as it used to be. Nevertheless, the Press and the public did not always do them justice. On the other



hand, the profession were not called upon to apologise. He was always prepared to be the champion of the profession, because there was no profession which, taken as a whole, was governed by such a high standard of honour and integrity. Those who belonged to the bar were governed by more or less responsible authorities, and the other branch had been wisely advised in having set up for their rule and governance the extremely influential associations represented by the Law Society and the provincial societies. It is well for the solicitor branch of the profession that their discipline and the education of the younger members should be entrusted to such responsible bodies. The Law Society did most useful work in the matter of legal education, as well as in looking after the discipline of the profession and the regulation of the rules and orders affecting the profession, and he had no doubt the same work was done in the country by the provincial law societies.

Mr. HENRY ATTLEE (President of the Law Society), in returning thanks, said that no one could ever know what the Law Society did until he had filled the office of president. It was not till then that one learned with how many points the Law Society dealt, what was the assistance it was able to give to the members of the profession both in regard to their education and their discipline, and the variety of other matters in which it engaged for their benefit. He should like to take the opportunity—because it was very seldom that the president had the opportunity of saying a word about the country law societies—of acknowledging the way in which they backed up the Law Society in its endeavours to help forward legal education in every way. They were thoroughly loyal, as a rule, to the London society, and the London society tried to assist them by making grants for the purpose of legal education. The provincial societies had done very much of late for the education of the profession in the country, thus assisting in the work which devolved upon the parent society in the education of the solicitor branch of the profession. The present was a critical time, and there were many burning questions in connection with the society. It was no use for him to preach a sermon which ought to be addressed to those solicitors who were not members of the society—if he could reach those and appeal to them to become members of it he would detain them at some length. But he would say nothing more beyond expressing his sense of the great kindness and loyalty which was displayed towards the Council of the Law Society by the members of the profession, and the thorough heartiness with which they, speaking generally, supported them in their efforts to ameliorate the condition of the profession.

Mr. J. R. ROBERTS (president of the Newcastle-on-Tyne Law Society) returned thanks for the provincial law societies, asserting that they were doing what they could to carry out the wishes of the parent society in respect to legal education and other matters.

Mr. J. R. B. GREGORY (chairman of the board of directors) proposed the health of "The Chairman of the Evening," speaking with gratification of the excellent list of subscriptions and donations. He said that every application for assistance was scrutinized with the utmost care, and no case that was not really deserving of charity ever received a grant at the hands of the board.

Mr. COOPER having acknowledged the compliment, the proceedings terminated.

A selection of vocal music was admirably rendered, under the direction of Mr. Thomas Lawler, by Miss Lenora Sparkes, Mr. Lili Gover, Mr. Aubrey Standing, and Mr. Lawler, Miss Blanche Walker acting as accompanist.

## Law Students' Journal.

### The Law Society.

#### INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 12th and 13th of June, 1907:

##### FIRST CLASS.

Baker, George Austin  
Bradley, Joseph  
Brown, John Grieseson  
Cordy, William Jarrold  
Dodds, George Hepple  
Eldon, Harry Brisbane  
Fletcher, Victor Robert  
Foster, Fernain le Neve  
Gale, Anthony Richard  
Gotelee, Gordon Leslie, B.A. (Oxon.)  
Gott, Albert Ernest  
Gregory, Joseph  
Hulme, George  
Hurley, Thomas Charles  
Hutchison, John Wilson  
Lawrence, Stanley Galbraith  
MacClellan, John Ponsonby, B.A. (Oxon.)  
Mann, Ambrose Arnold

Price, James Arthur Gilbert  
Rutter, William Farley  
Sill, Thomas Frank  
Taylor, John Goodchild  
Tucker, Howard Archibald  
Walmaley, Allan  
Whitworth, Herbert John  
Wyatt, George Montague Griffith  
Yates, Robert Ralph Coucher

##### PASSED.

Akaster, Albert Roy Hamilton  
\*Anderson, John Sloane  
Barker, Reginald  
Barnes, Thomas James  
Barret, Edward  
\*Barry, Louis Charles  
Beaumont, John Beecroft  
\*Berridge, Noel  
Birtwell, James Edward  
Black, Maxwell Cox Phillips

Blackwell, Basil Bernard  
Blanchard, Douglas  
\*Bolter, Charles Albert  
\*Bowen, Thomas Whitley  
Brook, Herbert William  
Budge, Henry Lionel Beauford, B.A. (Camb.)  
Bullough, Ernest  
Butcher, Robert Whittaker  
Castle, Godfrey Ernest  
Cattarns, Glanville Richard  
\*Charnley, George Henry  
Clift, Sidney William  
Coffin, George  
Conchar, John  
Connop, Geoffrey Richard, B.A. (Oxon.)  
Cook, Howel Victor Oscar  
Cooke, Reginald Charles  
Corser, Frederick George  
Court, George Brabner  
Cox, Charles Kenneth  
Cragg, Geoffrey Ethelbert  
David, George Nevile  
\*Davies, Llewellyn Thomas  
Denham, Walter Hargrave  
\*Dommett, Joseph Albert  
\*Drabble, Herbert Hardy  
Edwards, Trevor Louis  
England, Frank, B.A. (Camb.)  
\*Evans, Evan Howells  
Evans, Randle James  
Evans, Tom  
Farmer, James Cleveland  
Floyd, Eric Gaskell  
Gamble, John Hunter  
Gartside, Gilbert Horatio  
Giles, Oswald Bissill  
Glanville, Leonard Foster  
Gorton, Bertram Samuel  
\*Green, Joseph George Airey  
Gribble, Frederic John Latimer  
Hancock, John Arnold  
\*Hardy, Harold John  
Harper, Arthur  
Harston, Thomas  
Hartley, William Edwin  
Haughton, John Arnold  
Hawkins, Charles Newcombe  
Heughan, Cecil John  
Hewitt, Thomas Armitage  
Hill, Arthur Percy  
Hindley, George Oscar  
\*Hine, Noel Austin Wade  
\*Huntley, Walter  
\*Isaac, Frank Stanley  
\*James, Percival Samuel  
\*Jennings, George Wells  
Jones, Charles Davies  
Kay, Harry Edward  
\*Knowles, Edwin Cumming  
Lester, Miles Mackreth  
Levey, Reginald Percy  
\*Llewellyn, Edward Alfred Robert  
Lloyd, Albert Victor  
Long, Lawsell Warner Seaber, B.A. (Camb.)  
\*Mackie, Edward  
Macpherson, Charles Gordon  
Maughan, Benjamin Harold  
\*Maughan, George Hyslop  
Millard, Wilfred John  
Mills, Edward Victor  
Morgan, George Elton  
Morris, William Walter, B.A. (Camb.)  
Morse, Cyril Ainalie  
Morton, Andrew Hunter  
\*Munro, Hector Cameron  
\*Musgrave, Philip Stanley  
New, Charles Hastings  
\*Niedermayer, Rudolph Alexander  
\*Orme, Sidney Wilkinson  
Passby, William Haymen  
Pepper, Harry Oliver Oscar  
Perks, Frederick George  
Philbrick, Arthur Charles  
Phillips, Charles Murray  
Pidgeon, Herbert Birchall Milner  
Prideaux, Henry Sydney  
Ramsden, Arthur Amherst  
Raywood, William Norman  
Renton, Elwyn George  
\*Reynolds, Edward Royle  
Rodd, Richard Robinson  
Rogers, Arthur John  
Rose, Lionel Richard  
Royle, Claude Randall  
Royle, Vernon Peter  
\*Rutland, Stanley Betts  
Rutter, William Ernest Oswald  
Scholes, William Thackery  
Seton, Claude Crewe Trefusis Ramsey Wilmot  
\*Shield, Clement Ridley  
Smith, Reginald William  
Stowell, Hugh Oswald Douglas  
\*Sullivan, Thomas Light  
Teasdale, Ernest Douglas, B.A. (Oxon.)  
Thomas, Frederick Hugh  
Thomas, Harold William Denis  
Thomas, Rees  
Thompson, Reginald  
\*Tomlinson, Charles Henry  
Trotter, Aubrey Robert Gillett, B.A. (Oxon.)  
\*Trumper, Francis Algernon  
\*Vine, Eric  
Vosper, Ernest  
Walker, George Holliday  
Wallace, John Pitcairn  
Wallen, Leonard Arthur  
\*Wallis, George Lloyd  
Ward, Ralph Macdonald  
Warner, Gerald Hewett  
Waugh, Thomas Henry  
\*Wells, Howard Forrester  
\*Whelpton, John Snow  
\*White, Lowell Aldersey  
Whiting, George Reed  
\*Woods, Charles Stanley  
\*Worthington, Walter Dalton  
Zwanenberg, Godfrey Van

\*These Candidates have to satisfy the Examiners in Accounts and Book-keeping before receiving a Certificate.

No. of Candidates ... 218 Passed ... 164

#### CANDIDATES FOR EXAMINATION IN ACCOUNTS AND BOOK-KEEPING ONLY.

Anderson, Harold  
Baker, Frank James  
Beaumont, Horace Frederick, B.A. (Camb.)  
Booth, Charles Victor  
Cartwright, Vincent Henry, B.A. (Oxon.)  
Chalker, Henry Cecil  
Deer, Vivian  
Dickinson, Frank  
Evans, Arthur Edward  
Fawcner, Tom  
Francis, Francis Archibald  
Grace, John  
Grundy, Geoffrey Stewart  
Haydon, Robert Alexander, B.A., LL.B. (Camb.)  
Highmore, Charles Bowyer  
Lindsey, Thomas  
Mackrill, Oscar Whittick, B.A. (Camb.)  
Marshall, Edward Ralph, B.A. (Oxon.)  
Norman, Charles Archibald Kensit, B.A. (Camb.)  
Norris, Robert, B.A. (Oxon.)  
Plackett, Charles Hubert  
Pritchard, George, B.A., B.C.L. (Oxon.)  
Rose, Harcourt George Sainte Croix, B.A. (Oxon.)  
Sampson, Samuel John Marton, LL.B. (Camb.)  
Simpson, George Colville  
Southern, Guy  
Sykes, Bernal  
Tompkins, Oscar Berry

Whately, Francis Bruce, B.A. Winterbotham, James Percival, B.A. (Oxon.)  
 No. of Candidates ... 35 Passed ... 30  
 By order of the Council,  
 E. W. WILLIAMSON, Secretary.  
 Law Society's Hall, Chancery-lane, 28th June, 1907.

## FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 10th and 11th of June, 1907:

Adams, Alfred Francis  
 Akenhead, Francis, B.A. (Oxon.)  
 Allen, Frederick Thomas  
 Archer, Clifford Walter  
 Armstrong, George Jackson  
 Ashworth, Francis Edward  
 Barratt, Frederick  
 Beck, James Francis Adams  
 Bingham, George Howard  
 Birks, William Thomas Watkins, B.A. (Oxon.)  
 Blagden, George Chambers, B.A., LL.B. (Camb.)  
 Blakelock, Francis Cuthbert Salts, B.A., LL.B. (Camb.)  
 Blease, Thomas Young Stanley, B.A. (Camb.)  
 Blyton, Edmund Van Houtte  
 Bonwick, Walter Emmanuel  
 Bowker, John Weldon  
 Bowser, Charles Meatheringham  
 Bradford, Francis Garfield  
 Bradley, Jesse  
 Branston, Reginald  
 Briggs, Frank Abercrombie  
 Broadbent, Crossley St. John  
 Brogden, William Frederick  
 Brumfit, Clifford  
 Brydon, James Herbert, B.A. (Camb.)  
 Busby, Edward David Kent  
 Carr, Jeffery Grey  
 Carter, Harold Gordon, B.A. (Camb.)  
 Cave, William Thomas Charles, B.A., LL.B. (Camb.)  
 Cawston, Edward Percy, B.A., LL.B. (Camb.)  
 Churcher, Archibald Edward  
 Clark, Francis Stafford  
 Clark, William Scott  
 Clarkson, Alfred Bairestow  
 Clough, John William Sibley  
 Collier, James Henry  
 Collinson, Arthur Amery  
 Coopman, Edward Henry  
 Cornish, Harry Francis  
 Cree, John Francis George, B.A. (Oxon.)  
 Cummings, Herbert Leopold  
 Dallow, Arthur Douglas  
 Daniel, John Arthur  
 Davies, Edward John Gratxex  
 Dean, Arthur Devereux  
 De Hamel, Herbert Gustave, B.A., LL.B. (Camb.)  
 Derry, Frederick William  
 Digby-Green, Arthur  
 Duffy, George Gavan  
 Edmonson, John Evelyn  
 Edwards, Geoffrey Lloyd, B.A. (Camb.)  
 Edwards, Owen Bydder, B.A. (Oxon.)  
 Eggar, Thomas Macdonald, B.A. (Oxon.)  
 Eldrid, Valentine Byron Curzon de la Pole  
 Fabel, Carl Louis  
 Fenoughty, James William  
 Fielding, Edgar  
 Ford, Gervase Lawson  
 Foster, Hugh Matheeson  
 Foster, Rennie James  
 Fraser, Francis William  
 Friend, Leonard Michael  
 Gardner, George Herbert, B.A. (Camb.)  
 Gaskell, Geoffrey Whittall  
 Gasking, Eustace William Trist  
 Gateley, Arthur John  
 Geenty, Francis  
 Gold, James Herbert, LL.B. (Lond.)  
 Gordon, Stephen Jefferson  
 Green, David Johnston  
 Guthrie, Herbert William  
 Hadfield, William Bruce  
 Hamer, Samuel, LL.B. (Lond.)  
 Hartley, Arthur Grayson, B.A. (Oxon.)  
 Hatt, Cecil  
 Hawken, Reginald  
 Hawley, Gordon  
 Hay, James Frederick  
 Hearfield, John  
 Hett, Edmund John Roalin  
 Hibbert, James  
 Hickey, John Edward Sheridan  
 Hide, Eric Carrington  
 Higham, Edward John George, B.A. (Oxon.)  
 Higham, Norman Marshall  
 Hodges, William Langham  
 Hodson, John Wignall, LL.B. (Manchester)  
 Holden, James  
 Hoskinson, Edward Robert  
 Howarth, Robert Henry  
 Hughes, Thomas Arthur  
 Hunnybun, Charles Malcolm  
 Hunot, George Sotheman  
 Jackson, Thomas Edwin  
 James, Percy Watkins  
 Jenkins, Albert David  
 Jones, Thomas Amos  
 Jones, William  
 Kentish, Edgar, B.A. (Oxon.)  
 Kershaw, Joseph Harry  
 Kerwood, Lionel  
 King, Reginald Henry  
 Langham, Cyril Leigh Macrae  
 Lawton, Frank Warburton  
 Laycock, John, B.A. (Lond.)  
 Lewis, Edward  
 Lewis, Reginald Strother  
 Llewellyn, Wilfrid Lawrence  
 Lockhart, Henry King, B.A. (Oxon.)  
 Loseby, Francis Henry  
 Lucas-Calcraft, Charles Yorke  
 Lupton, Harold Brownrigg  
 Lyon, James Simon  
 Macmin, John  
 McMullen, Edward Carlyle  
 Madgett, Frank  
 Malcolm, Roy Alexander  
 Marchant, William Matthew  
 Mason, Arnold Telford, LL.B. (Victoria)  
 Maaser, Bernard Richard, B.A., LL.B. (Camb.)  
 Massey, George Edward  
 Maude, Henry Owen Hamer, B.A. (Oxon.)  
 Meaby, Walter Charles  
 Medcalf, Edward Frederic, B.A. (Oxon.)  
 Meeks, Raymond  
 Meikle, William Ewart  
 Midgley, Thomas Arthur  
 Mignon, De la More, M.A. (Camb.)  
 Milburn, Laurence Edward, B.A. (Oxon.)  
 Miller, Charles Edwin  
 Mills, Charles Eaton  
 Mockridge, John Humphreys  
 Monson, George Herbert  
 Montagu, Richard Headley  
 Moore-Bayley, John, B.A. (Oxon.)  
 Morgan, John Rhys  
 Morris, Humphrey William  
 Morris, Raymond Eardley

Murray, Edward Douglas  
 Myers, Henry John  
 Nash, Lealie Chessborough Fleetwood, B.A. (Oxon.)  
 Naunton, Harold Ward  
 New, Thomas Gladstone, B.A., LL.B. (Camb.)  
 Nicoll, Alexander Vere  
 Niel, John Brough  
 Noble, John  
 Oakes, Cecil, LL.M. (Liverpool)  
 Ollard, Kenneth de Havilland  
 Osborne, Gerald  
 Pakeman, Percy John  
 Palmer, William James  
 Parker, Edwin  
 Parker, John Anthony  
 Pattison, Walter Edward Luard  
 Pearce, Arthur Cecil  
 Pearce-Jones, Keith Harper  
 Peers, Francis Robert  
 Philpotts, Raleigh Buller, B.A. (Oxon.)  
 Pickering, Stephen Harold  
 Plant, Edmund Hubert  
 Poole, Edward Alfred  
 Porter, Gwyn Conway  
 Potts, Harold Garnock  
 Powell, David Llewellyn  
 Poynder, Sydney Alfred  
 Pratt, Edward Spencer  
 Prentice, John  
 Preston, Ivor Kerrison  
 Price, Thomas Ralph Plumer  
 Pring, John Sydney  
 Prosser, Arthur John  
 Ramuz, Reginald Rupert  
 Rawe, Charles Henry  
 Richardson, John George  
 Riches, Edward Harold  
 Rivington, Reginald Thurston, B.A., LL.B. (Camb.)  
 Robins, Herbert Williams Henry  
 Ruddock, Horace Gowing  
 Russell, Spencer Cowper  
 Saville, Jonas Henry  
 Scorch, Frederick William  
 Scott, George Henry  
 Scott, George Spittle  
 Shephard, William Wood  
 Simmons, John Barnett  
 Skillington, Harold William  
 Slack, Edward Sidebottom  
 Smedley, Hugh Lionel  
 Smith, Ebenezer  
 Smith, James  
 Spencer, John William  
 Stevens, Edlund Archibald  
 Stratton, George Frederic Storrs  
 Symes, Charles William  
 Taylor, Herbert  
 Thomas, Rowland Daniel  
 Thomas, William Morgan  
 Thompson, Edward Vincent, B.A. (Camb.)  
 Thompson, Spencer Anson  
 Thompson, William Henry  
 Tipper, Cornelius  
 Todd, John George, B.A., LL.B. (Camb.)  
 Tompson, Frank Gordon, B.A. (Camb.)  
 Tunbridge, Edward William, B.Sc. (Birmingham)  
 Tyacke, Charles Noel Walker  
 Tyrrell, Frank Pennington  
 Underwood, John William  
 Vint, Benjamin Wyndham Theodore, B.A. (Oxon.)  
 Voss, Richard Zahn Hartwig, B.A. (Oxon.)  
 Wall, Harry  
 Ward, John Percival  
 Ward, Octavius Whittard, B.A. (Camb.)  
 Watling, Henry Richard  
 Weekes, Percival Penkivil  
 White, Harold Forbes  
 Whitehead, Charles Frederick  
 Whittuck, Herbert Cecil, B.A. (Oxon.)  
 Wilberforce, Harold Hartley, B.A., LL.B. (Camb.)  
 Williams, Roland Philip, M.D. (St. Andrews), LL.B. (Edinburgh), LL.B. (Edinburgh), D.S.M., R.O.P. (Ireland)  
 Williams, Samuel Roger Thomas  
 Anton Montague  
 Williams, Thomas  
 Wilson, Swinburn Gibson  
 Wing, Arthur  
 Wood, Joseph Dunford  
 Woosnam, George Edward Montague  
 Wright, Robert, B.A. (Camb.)

No. of Candidates ... 325 Passed ... 226  
 By order of the Council,  
 E. W. WILLIAMSON, Secretary.

Law Society's Hall, Chancery-lane, 28th June, 1907.

## Obituary.

## Mr. S. A. Moore.

We regret to record the death of Mr. Stuart Archibald Moore, which occurred on the 29th ult. Mr. Moore was, we believe, originally employed in or connected with the Record Office, but was called to the bar in 1884, and acquired a great reputation and large practice in cases involving questions of rights to water and foreshore, and pedigree, and other cases involving antiquarian knowledge. Within his range he was a singularly learned man, and he knew how to apply his learning to practical purposes. His death leaves a distinct blank at the bar.

## Legal News.

## Changes in Partnerships.

## Dissolutions.

RICHARD COGAN MASON, JOHN JAMES ARNSBY SOPER, and WILLIAM REGINALD WOOD, solicitors (Mason, Soper, & Wood), 18, John-street, Bedford-row, London. June 24.

ALFRED INMAN SHERWIN and EDWARD WALKER, solicitors (Sherwin & Walker), Birmingham. June 24. [Gazette, June 28.]

HARRY FARRAR and JOHN EDWARD CROWTHER, solicitors (Harry Farrar & Crowther), Bradford, Yorkshire. June 29. [Gazette, July 2.]

## Admissions.

Mr. James Ballantyne, solicitor, of 150, Leadenhall-street, London, E.C., has taken into partnership his nephew, Mr. ARNOLD DUNCAN McNAIR,



solicitor, who served under articles of clerkship with him, and Mr. ERNEST ALFRED CLIFFORD, solicitor, who for many years past has been his managing clerk. The practice will be carried on at the above address, under the style of Ballantyne, McNair, & Clifford.

### General.

The King of Siam, the members of his suite, and Sir Henry Bale, Chief Justice of Natal, were accommodated with seats on the bench in the court of the Lord Chief Justice, on the 27th ult., during the hearing of the action by Messrs. Greenwell against Mr. John Lewis.

After being successfully engaged in a case in the Coventry County Court, Mr. Mander, solicitor, and his client were, says the *Daily Mail*, attacked by a man in Hertford-street. Mr. Mander was wounded on the forehead, and after medical treatment had to be taken home in a cab.

The Limited Partnerships Bill, which has passed through the House of Commons, was read a second time in the House of Lords on Tuesday. Lord Avebury said that its object was to introduce the system which abroad was known as *en commandite*, and which had been in operation many years in Europe and the United States, and was found most useful. It was supported by the chambers of commerce, and indeed by commercial opinion generally. Some good judges had considered that if it had been introduced before limited liability much loss of capital would have been avoided.

In Court of Appeal No. 2, on the 26th ult., says the *Times*, an application was made for leave to appeal from the judgment of the Divisional Court on appeal from a county court. Lord Justice Vaughan Williams said that in applications for leave to appeal from the Divisional Court in county court cases he felt that it was desirable to have before them the grounds of the decision of the Divisional Court. The Act of Parliament had made the Divisional Court the Court of Appeal in county court cases, and it was not sufficient for giving leave to appeal that this court might have come to a different conclusion. In his opinion, unless they could see that there was a clear case of something having gone wrong, they ought not to give leave to appeal.

About forty Belgian barristers who are on a short visit to London were shown over the Royal Courts of Justice, on Monday, says the *Times*, by Mr. English Harrison, K.C., Mr. Radcliffe, K.C., Mr. G. G. Phillimore, and Mr. T. Batey, the two latter on behalf of the International Law Association. At the conclusion of their inspection the visitors were entertained at luncheon by the benchers of the Middle Temple in their hall, when Mr. Justice Phillimore presided. Later in the day the guests were taken to Lincoln's-inn and Staple-inn, and were shown the old houses in Holborn, after which they paid a visit to the new Central Criminal Court, being shown over the building by Sir Charles Mathews. The visitors were entertained at tea by the benchers of Gray's-inn in their hall.

An entirely new legal question, and one that is of particular interest to Christian Scientists, has, says the *Albany Law Journal*, quoting from an American journal, just been given by the Texas Court of Civil Appeals. A woman sued the Fort Worth Railway for damages in compensation for the "physical and mental suffering" that she had been compelled to endure because she was expelled from a passenger car on the company's road. In the trial court the defendant set up the plea that the plaintiff was a Christian Scientist, and therefore could not be sincere in claiming that expulsion from the car had had unpleasant consequences. The court ruled out this evidence and the jury brought in a verdict against the railroad. The railroad company, following its usual custom, appealed the case, and the higher court took a different view of the matter. It declared that the plaintiff's beliefs should have been put in evidence, and that an error was made in excluding them. "If," it says, "she had such control of her feelings, or thought she had, as to render her insensible to pain when she willed to be, we see no reason why that circumstance should not have been considered by the jury in determining the extent of her suffering and the compensation to be made on account of it."

At the Central Criminal Court, on the 26th ult., Alfred Charles Dowding, solicitor, was indicted for having converted to his own use and benefit a cheque for £100, which had been entrusted to him for safe custody, and there were other counts charging him with having similarly converted a cheque for £402 7s. 2d. and two cheques, each for £15 8s. 9d., which had been entrusted to him. The prisoner pleaded "Guilty." His counsel urged that there were circumstances of mitigation. The prisoner had struggled to place himself in a solvent position, so as to be able to meet his liabilities to his clients. He had no fraudulent intention when he used the sums which he was charged with having misappropriated, but hoped to be able to replace them. He had been unable, however, to carry out his hopes and intentions. He had not devoted the sums to gambling or to keeping up an expensive establishment. Mr. Justice Darling said he believed that at the outset the prisoner had no fraudulent intention when he appropriated the money. He had listened with great sympathy to what his counsel had said on his behalf, and if he could consistently with his duty pass a less sentence than that which he must pass he should do so, but he had a public duty to discharge. The prisoner was in the position of an officer of the court. The court held out those whom it admitted as solicitors as persons whom the public might with confidence trust, and when they misused the confi-

dence reposed in them it was the simple duty of the court to punish them as it would not punish people whom it had not held out as persons who could be trusted. He thought he could treat it as a case in which the prisoner did not from the beginning form a system of fraud and proceed ruthlessly to carry it into operation. He could not do less than sentence the prisoner to three years' penal servitude.

The programme has been issued of the twenty-fourth conference of the International Law Association, which will take place at Portland, Maine, U.S.A., on the 29th, 30th, and 31st of August next, by the invitation of the American Bar Association. The proceedings will begin on the first day with the inaugural address by the president of the conference, followed by the reading of papers on International Arbitration (1) by Dr. W. Evans Darby, secretary of the Peace Society, London, and (2) by Mr. A. C. Schroder, Zurich; on International Law and International Trade, by Mr. Balfour Browne, K.C.; and on Divorce Jurisdiction by (1) Mr. J. Arthur Barrett, barrister-at-law, London and New York, (2) by Prince de Cassano, Rome, and (3) by Mr. W. G. Smith, attorney-at-law, Philadelphia. On the second day papers on Contraband of War will be contributed by Lord Justice Kennedy and by the Hon. Charles B. Elliott, Judge of the Supreme Court, Minneapolis, U.S.A.; on Neutrality as Discussed at The Hague, by Sir Thomas Barclay, Paris; on Neutrality Committee, Communication by Convener, M. Gaston de Leval; and Treaties as Affecting Subordinate Legislatures, by the Hon. Everitt P. Wheeler, New York. On Saturday, the 31st of August, papers on the Limits of Active Intervention by a State to Secure the Fulfilment of Contracts in Favour of its own Citizens entered into by them with other States will be contributed by the Hon. Simeon E. Baldwin, Chief Justice of the Supreme Court of Errors, New Haven, Conn.; on the Diplomatic Protection of Subjects Abroad, by M. Gaston de Leval, advocate, Adviser to the British Embassy, Brussels; on Double Imposts, by Dr. Erno Wittmann, Budapest; on Foreign Evidence, by Dr. A. Hindenberg, Legal Adviser to the Danish Government, Copenhagen; winding up with the formal approval of the Code on Company Law and the report of the Committee on Foreign Judgments.

## Court Papers.

### Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON					
Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KENNEDY.	Mr. Justice JONES.	Mr. Justice JONES.
Monday, July .....	8 Mr. Leach	Mr. Goldschmidt	Mr. Greenwell	Mr. Church	Mr. Church
Tuesday .....	9 Greenwell	Theod.	Leach	King	Church
Wednesday .....	10 Borror	Goldschmidt	Greenwell	King	Church
Thursday .....	11 Bloxam	Theod.	Leach	King	Church
Friday .....	12 Theod.	Goldschmidt	Greenwell	King	Church
Saturday .....	13 Goldschmidt	Theod.	Leach	King	Church
Date.	Mr. Justice SWINFEN EADY.	Mr. Justice WARRINGTON.	Mr. Justice NEWELL.	Mr. Justice PARKER.	Mr. Justice PARKER.
Monday, July .....	8 Mr. Carrington	Mr. Beal	Mr. Bloxam	Mr. King	Mr. King
Tuesday .....	9 Pemberton	Partner	Borror	Church	Church
Wednesday .....	10 Carrington	Beal	Bloxam	Pemberton	Pemberton
Thursday .....	11 Pemberton	Partner	Borror	Carrington	Carrington
Friday .....	12 Carrington	Beal	Bloxam	Partner	Partner
Saturday .....	13 Pemberton	Partner	Borror	Beal	Beal

## The Property Mart.

### Result of Sales.

#### REVERSIONS, LIFE POLICIES, &c.

Messrs. H. E. FOSTER & CRAWFORD held their usual Fortnightly Sale (No. 222) of the above interests at the Mart, Tokenhouse-yard, E.C.4, on Thursday last, when the following lots were sold at the prices named, the total amount realized being £2,500:—

ABSOLUTE REVERSIONS:			
To about £4,711 ..	...	Sold	2,250
An exactly similar Lot ..	...	"	2,150
POLICIES:			
For £2,000 ..	...	"	500
For £1,000 ..	...	"	500
LIFE INTEREST in Freeholds; also REVERSIONS to Shares of other			
Freeholds ..	...	"	300
YEARLY CHIEF RENT of £11 12s. 10d. ..	...	"	350

## Winding-up Notices.

London Gazette—FRIDAY, JUNE 29.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

CRIBBS COKE CO., LIMITED—Creditors are required, on or before July 29, to send in their names and addresses, with particulars of their debts or claims, to Arthur J. Boyle, Gwladmor, South rd., Porthcawl, Llanelli.

HUE TWO SPEED GEAR CO., LIMITED—Creditors are required, on or before July 18, to send their names and addresses, and the particulars of their debts or claims, to John Pickup, Old Bath, Collier st., Greengate, Salford. Doddington & Co., Manchester, solers for Liquidator.

J. & A. AUSTIN, LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 13, to send their names and addresses, and the particulars of their debts and claims, to Charles Stamp, 7 and 8, Idol ln, Liquidator.

JAMES D. CARTER, LIMITED (Incorporated in 1905)—Creditors, on May 31, 1907, are required, on or before July 13, to send their names and addresses, and the particulars of their debts or claims, to Edward Cecil Moore, 3, Crosby sq., Radford & Frankland, Chancery ln., solers for Liquidator.

MARSHALL GOLD DRESSING CO., LIMITED—Creditors are required, on or before Aug. 24, to send in their names and addresses, and the particulars of their debts or claims, to Walter T. Strong, 50, Fenchurch st., Liquidator.

**MOORE & SIMPSON, LIMITED (IN VOLUNTARY LIQUIDATION)**—Creditors are required, on or before July 29, to send their names and addresses, and the particulars of their debts or claims, to Luke Jesson Sharp, 71, Colmore row, Birmingham. Mitchell & Chalkook, solvers for liquidator.

**RAILWAY PUBLIC WORKS AND MINES DEVELOPMENT CO. LIMITED**—Petition for winding up, presented June 20, directed to be heard July 9. Morley & Co, Gresham House, Old Broad st, solvers for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 8.

**ROMANOFF (LONDON) SYNDICATE, LIMITED (IN LIQUIDATION)**—Creditors are required, on or before July 31, to send their names and addresses, and the particulars of their debts or claims, to Lacey Downes, 11, Ironmonger ln, liquidator.

**WA SYNDICATE, LIMITED**—Creditors are required, on or before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to Grosvenor George Walker, 19, St Swin's ln, liquidator.

*London Gazette*.—Tuesday, July 2.  
**JOINT STOCK COMPANIES.**  
LIMITED IN CHANCERY.

**FEDERAL ASSURANCE CORPORATION, LIMITED**—Creditors are required, on or before July

25, to send their names and addresses, and the particulars of their debts or claims, to G Addison Scott, 6, Great Winchester st, liquidator.

**HEADLEY, LIMITED**—Creditors are required, on or before July 13, to send in their names and addresses, with particulars of their debts or claims, to William Howe, Falmouth, liquidator.

**HULL SMACK OWNERS ENGINEERING AND SHIP CHANDLERY CO. LIMITED**—Creditors are required, on or before July 23, to send their names and addresses, and the particulars of their debts or claims, to Edwin Thomas Sharp, Ship Chandler, Kingston upon Hull, liquidator.

**RAINBOWS, LIMITED**—Petition for winding up, presented June 22, directed to be heard at the Court House, Corporation st, Birmingham, July 23. Whitehouse, Temple row, Birmingham, solvers for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of July 24.

**THOMAS SALT & CO. LIMITED**—Creditors are required, on or before July 24, to send their names and addresses, and the particulars of their debts or claims, to Charles Harrison, 179, Hornoglow st, Burton on Trent. Monier-Williams & Robinson, Gt Tower st, solvers for liquidator.

## Bankruptcy Notices.

*London Gazette*.—Friday, June 21.

### FIRST MEETINGS.

**ARMISTEAD, JAMES**, Walsall, Solicitor July 1 at 12 Off Rec, Wolverhampton

**ATKINSON, RICHARD**, Leicester July 2 at 1 Bankruptcy bldgs, Carey st

**BATES, SAMUEL HENRY**, Handsworth, Grocer July 2 at 13 191, Corporation st, Birmingham

**BOULTON, GEORGE**, Felling, Durham, Baker July 29 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne

**CORNE, NANCY**, Jane st, Commercial rd East July 5 at 1 Bankruptcy bldgs, Carey st

**COULSON, MURRAY**, Bramley, Leeds July 1 at 11.30 Off Rec, 22, Park row, Leeds

**COWELL, SIDNEY THOMAS**, Norwich, Blacksmith June 23 at 12 Off Rec, 8, King st, Norwich

**COX, W ANNADALE**, Copthall st, Stockbroker July 5 at 11 Bankruptcy bldgs, Carey st

**CROSE, JAMES**, Littleport, Cambridge, Baker July 1 at 2.30 Marquis of Granby Hotel, Littleport

**DE FARCA, ARTHUR**, Bartenstall, Lancs, Theatre Lessee July 2 at 11 Bankruptcy bldgs, Carey st

**DE TRAFORD, SIR HUMPHREY FRANCIS**, Market Harborough, Leicester July 2 at 12 Bankruptcy bldgs, Carey st

**DONEGAN, HORACE GEORGE**, Matlock Bath, Bus Proprietor July 2 at 3 Off Rec, 47, Full st, Derby

**EDMONDS, HENRY**, Butry Pot, Carmarthen June 29 at 11 Off Rec, 4, Queen st, Carmarthen

**EMERSON, WILLIAM**, Oakham, Rutland, Builder July 2 at 12.30 Off Rec, 1, Berridge st, Leicester

**FARMERY, CHARLES FRANK**, Sandland st, Red Lion st July 1 at 11 Bankruptcy bldgs, Carey st

**FISHLIGH, FRANCIS JOHN**, and OWEN FISHLIGH, Holsworthy, Devon, Cattle Dealers July 10 at 8.30, High st, Barnstable

**FORDICK, CHARLES ERNEST**, Wellingborough, Hotel Keeper July 2 at 3 The Angel Hotel, Wellingborough

**HEWES, GEORGE HENRY**, and JOHN HEWES, Coalville, Leicester, Builders June 29 at 12 Off Rec, 47, Full st, Derby

**HOLLIDAY, FRANK**, Walsall, Tailor July 1 at 11 Off Rec, Wolverhampton

**KIMBLE, GEORGE WILLIAM JOHN**, Evesham, Worcester, Restaurant Keeper June 29 at 11.30 Off Rec, 11, Copenhagen st, Worcester

**KITCHING, JOHN WILLIAM**, Kingston upon Hull, Printer June 29 at 11 Off Rec, York City Bank chmbrs, Lowgate, Hull

**LOVELL, PHILIP MONTAGUE**, Cardiff, Painter June 29 at 12 Off Rec, 117, St Mary st, Cardiff

**MCLAREN, MATTHEW**, Denbigh, Tailor July 1 at 12 Crypt chmbrs, Mastgate row, Chester

**MACHAMARA, ARTHUR**, Leighton Buzzard, Beds July 1 at 12 The Swan Hotel, Leighton Buzzard

**MARSHALL, ROBERT**, Milnrow, nr Rochdale, Nurseryman July 2 at 11.15 Townhall, Rochdale

**O'BRIEN, JOHN**, Blackpool, House Furnisher July 1 at 3 Off Rec, 14, Chapel st, Preston

**PETERS, ALFRED**, Copnor, Portsmouth, Tobacconist July 1 at 3 Off Rec, Cambridge junc, High st, Portsmouth

**RADCLIFFE, JAMES**, Old Broad st July 8 at 1 Bankruptcy bldgs, Carey st

**REYNALD, JOHN FREDERICK WILLIAM**, Leicester, Fine Art Dealer July 3 at 12.30 Off Rec, 1, Berridge st, Leicester

**ROOTHAM, SAMUEL ARTHUR**, Dorchester, Schoolmaster July 3 at 4 King's Arms Hotel, Dorchester

**ROWE, GEORGE**, and THOMAS GEORGE ROWE, Broadwater rd, Tooting, Van Builders July 1 at 12 14, Bedford row

**SHANNON, WILLIAM CHARLES**, Burley, Leeds, Clerk July 1 at 11 Off Rec, 22, Park row, Leeds

**SHORE, HARRY**, Walsall, Surgeon July 1 at 11.30 Off Rec, Wolverhampton

**SINGERS, M E**, Jermyn st July 3 at 11 Bankruptcy bldgs, Carey st

**SPRUNG, HYMAN**, Pyrland rd, Canonbury July 4 at 1 Bankruptcy bldgs, Carey st

**WARE, ALEXANDER**, Beckwith rd, Herne Hill July 1 at 11 Bankruptcy bldgs, Carey st

**WATSON, JOHN EDWIN**, Long Eaton, Derby, Butcher July 2 at 12 Off Rec, 47, Full st, Derby

**WILLIAMS, DAVID**, Haverfordwest, Baker June 29 at 12.30 Off Rec, 4, Queen st, Carmarthen

**WILLIAMS, JOHN ELLIS**, Penrhys, Glam, Collier June 29 at 11 Off Rec, Post Office chmbrs, Pontypridd

**WOOD, HENRY**, Birmingham, Tin Plate Worker July 2 at 11.30 191, Corporation st, Birmingham

**YORK, PHILIP**, Charing Cross mans, Charing Cross rd July 1 at 12 Bankruptcy bldgs, Carey st

### ADJUDICATIONS.

**ALLBESON, FRED**, Rhodes, nr Manchester, Engraver Oldham June 18 Off Rec June 18

**ALLEN, JOHN**, Trebarnos, Pontardawe, Glam, Dipper in Galvanising Works Aberavon Pet June 17 Ord June 17

**BAIRD, JAMES**, Wooler, Northumberland, General Dealer Newcastle on Tyne Pet May 30 Ord June 15

**BERRY, EDWARD**, Lichfield, Butcher Walsall Pet June 12 Ord June 14

**BEST, SAMUEL**, Porthcawl, Glam Cardiff Pet June 17 Ord June 17

**BOULTON, GEORGE**, Felling, Durham, Baker Newcastle on Tyne Pet June 18 Ord June 18

**BOWEN, DANIEL ROBERT**, Hindley, Lancs, Physician Wigan Pet May 16 Ord June 18

**BROWN, WILLIAM**, Maumbury Way, Dorchester, Dorset, Miller Dorchester Pet June 17 Ord June 17

**CAMPBELL, ARTHUR**, West Didsbury, Manchester, Accountant Manchester Pet April 9 Ord June 19

**COULSON, MURRAY**, Bramley, Leeds Leeds Pet June 15 Ord June 15

**COX, ALFRED**, Foley Park, Kidderminster, Baker Kidderminster Pet June 17 Ord June 17

**DEARDEN, WILLIAM**, Burnley, Confectioner Burnley Pet June 17 Ord June 17

**DIXON, RICHARD**, Darlington, Labourer Stockton on Tees Pet June 18 Ord June 18

**EDMONDS, RICHARD**, Gt Yarmouth, Painter Gt Yarmouth Pet June 17 Ord June 17

**GREENWOOD, WILLIAM MATTHEW**, Ashton on Mersey, Chester, Commercial Traveller Manchester Pet April 30 Ord June 17

**GROSE, ISAAC**, and HARRY GLEN, Pontypridd, Wall Paper Merchants Pontypridd Pet June 17 Ord June 17

**HABORNAVE, HERBERT JAMES**, Shafton Two Gates, nr Barnsley, Butcher Barnsley Pet June 17 Ord June 17

**HAYARD, JAMES REES PRICE**, Ipswich, Corset Manufacturer Ipswich Pet June 15 Ord June 15

**HAWKINS, VINCENT**, Southfields, Grocer Wandsworth Pet June 17 Ord June 17

**HEWES, GEORGE HENRY**, and JOHN HEWES, Coalville, Leicester, Builders Burton on Trent Pet June 17 Ord June 17

**HODGSON, WILLIAM**, Blaengwynf, Glam, Labourer Aberavon Pet June 19 Ord June 19

**JONES, ARTHUR DAVID**, Caernarfon, nr Bridgport, Grocer Cardiff Pet June 18 Ord June 18

**KIMBLE, GEORGE WILLIAM JOHN**, Evesham, Worcester, Restaurant Keeper Worcester Pet June 17 Ord June 17

**MOSE, SYDNEY ROBERT**, Easton, Bristol, Grocer Bristol Pet June 12 Ord June 12

**NORTH, JOHN WILLIAM**, New Bradwell, Bucks, Signman Northampton Pet June 19 Ord June 19

**PEARCE, HENRY LUCIUS**, Chatham Rochester Pet March 28 Ord June 17

**PERRY, WILLIAM**, Long Ashton, Somerset, Tanner Bristol Pet May 31 Ord June 19

**PETERS, ALFRED**, Copnor, Portsmouth, Tobacconist Portsmouth Pet June 18 Ord June 18

**POMFRAT, JOHN**, Blackburn, Assistant Schoolmaster St Albans Pet June 15 Ord June 15

**RAKUSIN, ISRAEL**, Kingston upon Hull, Furniture Dealer Kingston upon Hull Pet May 30 Ord June 19

**RICHARDSON, LIONEL CHARLES**, and RUDOLPH DOUGLAS RICHARDSON, Moss Side, Manchester, Builders Salford Pet June 17 Ord June 17

**RIPLEY, W A**, Newcastle upon Tyne, Draper Newcastle on Tyne Pet June 7 Ord June 15

**SATTERTHWAITE, WILLIAM**, Witherslack, Westmorland, Farmer Kendal Pet June 19 Ord June 19

**SIMPSON, ROBERT ALLAN**, Burnley, Shipping Merchant's Clerk Burnley Pet June 19 Ord June 19

**SOLLY, HENRY COZBY**, Whitstable, Barge Owner Canterbury Pet June 17 Ord June 17

**SPEED, JOHN HUGHES**, Hockley, Birmingham, Baker Birmingham Pet June 18 Ord June 18

**SPRYER, FRANK**, Essex st, Strand, Clerk High Court Pet May 6 Ord June 17

**STAFFORD, CHARLES WALTER**, Ocker Hill, Tipton, Staffs, Electrical Engineer Dudley Pet June 15 Ord June 15

**WARTSKI, SAMUEL DAVID**, Cavendish rd, Brondesbury, Bookseller High Court Pet May 28 Ord June 17

**WEBBER, ALBERT**, Hunslet, Leeds, Confectioner Leeds Pet June 19 Ord June 19

**WHEELER, JAMES EDWARD**, New Malden, Surrey, Commercial Traveller Kingston Pet May 30 Ord June 18

**WHITFIELD, ARTHUR ROBERTSHAW**, Barnsley, Upholsterer Barnsley Pet June 18 Ord June 18

**WIGGLESWORTH, GEORGE**, Carnforth, Lancs, Confectioner Preston Pet June 17 Ord June 17

**WILLIAMS, WHITTENBURY WATERS**, Reading, Engineer Reading Pet June 15 Ord June 15

**WITNESS, STANLEY MELLISH**, Sutton, Surrey, Butcher Croydon Pet May 15 Ord June 19

**WOOD, HENRY**, Birmingham, Tinplate Worker Birmingham Pet June 15 Ord June 15

**WOODLEY, EDWARD**, Reading, Builder Reading Pet May 6 Ord June 15

*London Gazette*.—Tuesday, June 25.

### RECEIVING ORDERS.

**BIRKS, ALBERT**, and BERNARD INSKIP, Stoke upon Trent, Builders Stoke upon Trent Pet June 20 Ord June 20

**BURROW HENRY HEATH**, Bideford, Devon, Watchmaker Barnstaple Pet June 20 Ord June 20

**CHEWTHOLD, JOHN JAMES**, Dronfield Woodhouse, Derby, Publican Chesterfield Pet June 20 Ord June 20

# THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED.

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1891.

EXCLUSIVE BUSINESS—LICENSED PROPERTY.

X

SPECIALISTS IN ALL LICENSING MATTERS.

630 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.

X

Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property Settled by Counsel, will be sent on application.



CROSBY, HARRY ROSSMAN, Leeds, Coal Miner Leeds Pet June 8 Ord June 30  
 CRYSTAL, MORRIS, Liverpool, Cabinet Maker Liverpool Pet June 8 Ord June 30  
 DAVIS, WILLIAM JOHN, Church rd, Willeddon, Greengrocer High Court Pet June 19 Ord June 19  
 DAVISON, WILLIAM, South Moor, Durham, Draper Newcastle on Tyne Pet June 21 Ord June 21  
 ELLIS, SAMUEL, Gt Grimsby, Timber Merchant Gt Grimsby Pet June 19 Ord June 19  
 ELPHICK, GEORGE, High Wincobank, Sheffield, Engineer Sheffield Pet June 22 Ord June 22  
 FERGUSON, WILLIAM JOHN, St Ann's rd, Brixton, Company Promoter High Court Pet June 4 Ord June 21  
 GILBERT, H. J., Priory rd, Hornsey, Builder High Court Pet May 28 Ord June 21  
 GOODMAN, JANE TETLEY, Hunslet, Leeds, Blacksmith Leeds Pet June 20 Ord June 20  
 HARRIS, HENRY BARKLEY, Bedminster, Bristol, Draper Bristol Pet June 21 Ord June 21  
 HAWKES, FREDERICK CHARLES, Birmingham, Commercial Traveller High Court Pet April 5 Ord June 21  
 HOLTS, THOMAS EDWIN, Plymouth, Picture Frame Dealer Plymouth Pet June 21 Ord June 21  
 JUDSON, FRED, Kingston upon Hull, Florist Kingston upon Hull Pet June 21 Ord June 21  
 KNIGHT, CHARLES HENRY, Stamford Brook, Bedford pk, Chiswick, Builder Bedford Pet May 7 Ord June 17  
 LAMB, GEORGE WILLIAM, Worcester, General Dealer Worcester Pet June 20 Ord June 20  
 LEE, THOMAS, Wigan, Preserve Manufacturer Wigan Pet June 14 Ord June 20  
 LEON, SAMUEL, Aldridge rd villas, Westbourne Park, Tailor High Court Pet June 19 Ord June 19  
 McHARDY, WILLIAM, Knowle, Warwick, Licensed Victualler Birmingham Pet June 30 Ord June 20  
 PAVSON, WILLIAM NICHOLSON, Horsforth, Yorks Leeds Pet June 20 Ord June 20  
 PAYNE, THOMAS, Cheslyn Hay, nr Walsall, Gardener Walsall Pet June 18 Ord June 20  
 PEARMAN, ARTHUR, Tewkesbury, Painter Cheltenham Pet June 10 Ord June 20  
 SHERIFF, HERBERT, Southfields, Wandsworth, Fishmonger's Manager Wandsworth Pet June 22 Ord June 22  
 SMITH, WAINWRIGHT, Kippax, Yorks, Grocer's Assistant Wakefield Pet June 11 Ord June 21  
 STONEY, JOHN, Jub, Hyde, I of W, Leather Seller Newport Pet June 20 Ord June 20  
 STREETVET, ARTHUR WILLIAM, Shanklin, I of W, Fishmonger Newport Pet June 22 Ord June 22  
 TAYLOR & LORD, Friday st, Skirt Manufacturers High Court Pet June 6 Ord June 20  
 TROUP, J. ROSE, Ottery St Mary, Devon High Court Pet April 30 Ord June 20  
 TURNER, JAMES MOSE, Ashton under Lyne, Egg Merchant Ashton under Lyne Pet June 20 Ord June 20  
 WELLSTED, GEORGE JAMES, Bamsahaw, Portsmouth, Job Master Portsmouth Pet June 21 Ord June 21  
 Amended notice substituted for that published in the London Gazette of June 21  
 CLARKE, ALBERT EDWARD, and HENRY ALLWOOD, Hulme, Manchester, Bread Bakers Pet June 7 Ord June 19

FIRST MEETINGS.

ALLEN, JOHN, Trebanos, Pontardawe, Glam, Dipper in Galvanizing Works July 5 at 12 Off Rec, 31, Alexandra rd, Swansea  
 BERRY, EDWARD, Lichfield, Butcher July 5 at 11.30 Off Rec, Wolverhampton  
 BLOOMFIELD, FRED, Lewisham, Greengrocer July 3 at 11.30 123, York rd, Westminster Bridge  
 BOWEN, ARTHUR, Galesborough, Boot Maker July 5 at 12.30 Off Rec, 31, St John's, Lincoln  
 BROWN, JOHN, GEORGE, West Hartlepool, Builder July 3 at 2.30 Grand Hotel, West Hartlepool  
 BROWN, WILLIAM, Maumbury Way, Dorchester, Dorset, Miller July 3 at 4.30 King's Arms Hotel, Dorchester  
 COX, ALFRED, Foley Park, Kidderminster, Baker July 4 at 2.30 Mr H G Ivens, Solicitor, High st, Kidderminster  
 CROSBY, HARRY ROSSMAN, Leeds, Coal Miner July 3 at 12 Off Rec, 22, Park row, Leeds  
 DAVIS, WILLIAM JOHN, Church rd, Willeddon, Greengrocer July 5 at 12 Bankruptcy bldgs, Carey st  
 ENGLISH, WILLIAM, and WILLIAM CHARLES ENGLISH, South Norwood, Carmen July 5 at 11.30 182, York rd, Westminster Bridge  
 FERGUSON, WILLIAM JOHN, St Ann's rd, Brixton, Company Promoter July 8 at 11 Bankruptcy bldgs, Carey st  
 GILBERT, H. J., Priory rd, Hornsey, Builder July 8 at 2.30 Bankruptcy bldgs, Carey st  
 GOODMAN, JANE TETLEY, Hunslet, Leeds, Blacksmith July 3 at 11 Off Rec, 22, Park row, Leeds  
 GROGAN, ARCHIBALD, Jernyn st July 3 at 11 Bankruptcy bldgs, Carey st  
 GROSE, ISAAC, and HARRY GLENN, Pontypridd, Wall Paper Merchants July 5 at 11 Off Rec, Post Office chmbrs, Pontypridd  
 HARGREAVE, HERBERT JAMES, Shafton 2 Gates, nr Barnsley, Butcher July 5 at 10.30 Off Rec, 7, Regent st, Barnsley  
 HARPER, WILLIAM EDWARD, Bbhw Vale, Mon, Tinmith July 3 at 11 Off Rec, 144, Commercial st, Newport, Mon  
 HARRIS, HENRY BARKLEY, Bedminster, Bristol, Draper July 3 at 11.30 Off Rec, 26, Baldwin st, Bristol  
 HASWELL, HARRY WILLIAM, Derby, General Merchant July 4 at 8 Off Rec, 47, Full st, Derby  
 HAYWARD, JAMES HENRY, Fance, Ipswich, Corset Manufacturer July 12 at 2 Off Rec, 96, Finsome st, Ipswich  
 HAWKES, FREDERICK CHARLES, Birmingham, Commercial Traveller July 8 at 12 Bankruptcy bldgs, Carey st  
 HAWKINS, VINCENT, Southfields, Grocer July 5 at 12 182, York rd, Westminster Bridge  
 HODGSON, WILLIAM, Blawegwynd, Glam, Labourer July 5 at 12.30 Off Rec, 31, Alexandra rd, Swansea  
 HOLMES, WILLIAM, Harrogate, July 9 at 2.45 Off Rec, The Red House, Dunstable, York  
 INGRAM, WILLIAM CROSBY, Boston, Lincs July 4 at 12.15 Off Rec, 4 and 6, West st, Boston

JONES, HARRY ROWLAND, Walsall, Tailor July 5 at 11 Off Rec, Wolverhampton  
 KIRK, MARY AGNES, Nottingham July 3 at 2.30 Off Rec, Byron st, Manchester  
 KNIGHT, CHARLES HENRY, Stamford Brook, Bedford pk, Chiswick, Builder July 4 at 12 14, Bedford row  
 LAKE, GEORGE WILLIAM, Worcester, General Dealer July 3 at 11.30 Off Rec, 11, Copenhagen st, Worcester  
 LEE, THOMAS, Wigan, Preserve Manufacturer July 4 at 3 10, Exchange st, Bolton  
 LEON, SAMUEL, Aldridge rd villas, Westbourne Park, Tailor July 3 at 2.30 Bankruptcy bldgs, Carey st  
 McHARDY, WILLIAM, Knowle, Warwick, Licensed Victualler July 4 at 12 191, Corporation st, Birmingham  
 MATTHEW, TOURNEUR, & Co, Manchester, Tea Merchants July 3 at 2.30 Off Rec, Byron st, Manchester  
 NORTH, JOHN WILLIAM, New Bradwell, Bucks, Signalman July 5 at 3 Off Rec, Bridge st, Northampton  
 PANTHER, GEORGE FREDERICK, Whiston, House/low, Builder July 4 at 8 14, Bedford row  
 PAVSON, WILLIAM NICHOLSON, Horsforth, Yorks July 3 at 11.30 Off Rec, 24, Park row, Leeds  
 RABBITT, ISABEL, Kingston upon Hull, Furniture Dealer July 5 at 11 Off Rec, York City Bank chmbrs, Lowgate, Hull  
 RICHARDSON, LIONEL CHARLES, and RUDOLPH DOUGLAS RICHARDSON, Moss Side, Manchester, Builders July 3 at 3 Off Rec, Byron st, Manchester  
 SOLLIT, HENRY CUBERT, Whitstable, Barge Owner July 4 at 11.45 Off Rec, 63A, Castle st, Canterbury  
 SPEDD, JOHN HUGHES, Hockley, Birmingham, Baker July 4 at 11.30 191, Corporation st, Birmingham  
 STAFFORD, CHARLES WALTER, Ocker Hill, Tipton, Electrical Engineer July 4 at 11 Off Rec, 190, Wolverhampton st, Dudley  
 TAYLOR & LORD, Friday st, Skirt Manufacturers July 10 at 12 Bankruptcy bldgs, Carey st  
 TROUP, J. ROSE, Ottery St Mary, Devon July 5 at 1 Bankruptcy bldgs, Carey st  
 WARD, ALFRED JOHN, Kew rd, Richmond, Coal Merchant July 4 at 11.30 182, York rd, Westminster Bridge  
 WEBBER, ALBERT, Hunslet, Leeds, Confectioner July 3 at 10.30 Off Rec, 22, Park row, Leeds  
 WHITFIELD, ARTHUR ROBERTSHAW, Barnsley, Upholsterer July 3 at 10.45 Off Rec, 7, Regent st, Barnsley  
 WILLIAMS, THOMAS GETHIN, Bangor, Cernafon, Grocer July 4 at 12 Crypt chmbrs, Eastgate row, Chester  
 WITHERS, SPENCER MELLISH, Sutton, Surrey, Butcher July 3 at 12 182, York rd, Westminster Bridge  
 WOOD, FREDERICK, Luton, Builder July 4 at 11.45 Chamber of Commerce, 53, George st, Luton  
 ADJUDICATIONS.  
 ANDERSON, FREDERICK CARPENTER HAWLEY, Hyde Park chmbrs, Knightsbridge High Court Pet Feb 2 Ord June 18  
 BIRK, ALBERT, and BRUNARD ISEKIP, Stoke upon Trent, Builders Stoke upon Trent Pet June 20 Ord June 20  
 BURROW, HENRY SEATH, Bideford, Devon, Watchmaker Barnstaple Pet June 20 Ord June 20  
 CHETWYD, JOHN JAMES, Dronfield Woodhouse, Derby, Publican Chesterfield Pet June 20 Ord June 20  
 CRYSTAL, MORRIS, Liverpool, Cabinet Maker Liverpool Pet June 8 Ord June 30  
 DAVIS, WILLIAM JOHN, Church rd, Willeddon, Greengrocer High Court Pet June 19 Ord June 19  
 DAVISON, WILLIAM, South Moor, Durham, Draper Newcastle on Tyne Pet June 21 Ord June 21  
 DE FRANCE, ARTHUR, Rawtenstall, Lancs, Theatre Lessee High Court Pet June 4 Ord June 21  
 ELLIS, SAMUEL, Gt Grimsby, Timber Merchant Gt Grimsby Pet June 19 Ord June 19  
 ELPHICK, GEORGE, High Wincobank, Sheffield, Engineer Sheffield Pet June 22 Ord June 22  
 ENGLISH, WILLIAM, and WILLIAM CHARLES ENGLISH, Farley rd, South Norwood, Carmen Croydon Pet June 18 Ord June 21  
 GOODMAN, JANE TETLEY, Hunslet, Leeds, Blacksmith Leeds Pet June 20 Ord June 20  
 HACKETT, FREDERICK VARNAM, Walsall Walsall Pet June 3 Ord June 19  
 HARRIS, HENRY BARKLEY, Bedminster, Bristol, Draper Bristol Pet June 21 Ord June 21  
 HILL, HERBERT EDWARD, Burnage, Lancs, Waterproof Manufacturer's Manager Stockport Pet June 13 Ord June 21  
 HOLTS, THOMAS EDWIN, Plymouth, Picture Frame Dealer Plymouth Pet June 21 Ord June 21  
 HOLLIDAY, FRANK, Walsall, Tailor Walsall Pet June 5 Ord June 18  
 HOLTS, GEORGE FREDERICK, Wilson st, Glass Merchants High Court Pet March 29 Ord June 22  
 IVERSON, EDWARD, Leven, Yorks, Farmer Kingston upon Hull Pet May 28 Ord June 20  
 JUDSON, FRED, Kingston upon Hull, Nurseryman Kingston upon Hull Pet June 21 Ord June 21  
 KNAPMAN, FREDERICK, Stonehouse, Devon, Carter Plymouth Pet May 8 Ord June 20  
 LAMB, GEORGE WILLIAM, Worcester, General Dealer Worcester Pet June 20 Ord June 20  
 LEE, THOMAS, Wigan, Preserve Manufacturer Wigan Pet June 14 Ord June 20  
 LEON, SAMUEL, Aldridge rd villas, Westbourne pk, Tailor High Court Pet June 19 Ord June 19  
 McHARDY, WILLIAM, Knowle, Warwick, Licensed Victualler Birmingham Pet June 20 Ord June 20  
 PAVSON, WILLIAM NICHOLSON, Horsforth, Yorks Leeds Pet June 20 Ord June 20  
 PEARMAN, ARTHUR, Tewkesbury, Painter Cheltenham Pet June 10 Ord June 21  
 PENNELL, ROBERT, Bishopcote, Bristol, Builder Bristol Pet May 29 Ord June 21  
 RICHARDSON, HENRY JOHN, Ashford, Middlesex, Builder Kingston Pet June 6 Ord June 20  
 ROOTHAM, SAMUEL ARTHUR, Dorchester, Dorset, Schoolmaster Dorchester Pet June 7 Ord June 20  
 SHERIFF, HERBERT, Southfields, Wandsworth, Fishmonger's Manager Wandsworth Pet June 22 Ord June 22  
 SMOKE, HARRY, Walsall, Surgeon Walsall Pet May 17 Ord June 19

SMITH, WAINWRIGHT, Kippax, Yorks, Grocer's Assistant Wakefield Pet June 11 Ord June 21  
 STONEY, JOHN, Jub, Hyde, I of W, Leather Seller Newport Pet June 20 Ord June 20  
 STREETVET, ARTHUR WILLIAM, Shanklin, I of W, Fishmonger Newport Pet June 22 Ord June 22  
 TAYLOR, FREDERICK, and ARTHUR ELSTON LEAD, Friday st, Skirt Manufacturers High Court Pet June 6 Ord June 20  
 TURNER, JAMES MOSE, Ashton under Lyne, Egg Merchant Ashton under Lyne Pet June 20 Ord June 20  
 WARD, ALEXANDER, Beckwith rd, Horne hill High Court Pet May 29 Ord June 21  
 WOOD, FREDERICK, Luton, Builder Luton Pet June 13 Ord June 22  
 YORKS, PHILIP, Charing Cross mans, Charing Cross rd High Court Pet March 19 Ord June 21  
 ADJUDICATION ANNULLLED AND RECEIVING ORDER RESCINDED.  
 FALKNER, ALFRED BEACH, Rylstone, The Grove, Camberwell, Builder High Court Rec Dec 6, 1906 Adjud Dec 14, 1906 Resc and Annul June 20, 1907

LONDON GUARANTEE and ACCIDENT COMPANY (LIMITED).

The Company's Bonds Accepted by the High Court as SECURITY RECEIVERS, LIQUIDATORS and ADMINISTRATORS, for COSTS in Actions where security is ordered to be given by the Board of Trade for OFFICIALS under the Bankruptcy Act, and by the Scotch Courts, &c., &c.  
 Guarantees given in the Inland Revenue, Excise, and all other GOVERNMENT Departments.  
 Special facilities to avoid delay in completion of security in Chancery and Bankruptcy Cases.  
 EMPLOYERS' LIABILITY.  
 The responsibility of Employers under the Workmen's Compensation Act, 1907, the Employers' Liability Act, 1880, and at Common Law insured against.  
 Applications for Agencies invited.  
 S. L. ANDERSON, Joint  
 W. R. STONG, F.I.A., Secretaries.  
 61, Moorgate-street, London, E.C.

COUNTY BOROUGH OF BURNLEY.

Wanted, in the Town Clerk's Department, an Engraving and Record Clerk. Age not less than 25. Wages 5s. 6d. per week. Applicants must be good writers and have had practical experience in a Conveyancing office. Shorthand writer essential. Particulars of duties will be forwarded on application. Applications, in candidates' own handwriting, together with copies of not more than three recent testimonials, endorsed "Engraving Clerk" and addressed to me, must be delivered at my office not later than Friday, 12th July, 1907.  
 PEREGRINE THOMAS, Town Clerk.  
 Town Hall, Burnley, June 26, 1907.

LAW.—A Gentleman of good position, of advanced years, is desirous of finding a suitable person of not less than 30 years of age to take to Advertiser's old-established Business of a Solicitor in a fashionable city; the terms are to pay to Advertiser one-half of the estimated profits of the business during his life, and to take a Lease of the Office and its contents at a sum to be now fixed, and the amount to be fixed for the contents to be paid on the death of Advertiser.—For further particulars apply, in the first instance, to Messrs. ROBERTS, BILLING, & CO., Solicitors, 218, Strand, W.C.

LAW.—Solicitor Desires Clerkship in Livery, cash, temporary or otherwise; good reference; experience main object; small salary.—Address, Lex, care of "Solicitors' Journal and Weekly Reporter," 27, Chancery-lane, W.C.

NORWAY CARSTEN BJERKE, Solicitor, 6, Kirkegaden, Christiania, Transacts all Legal Business. High references.

FOR IMMEDIATE SALE (cause death). Solicitor's (moderate) London Practice.—W., care of Lloyd, 46, Chancery-lane, W.C.

ACCOUNTANT Wishes to Purchase a Practice or Partnership in Liverpool District.—Write CHARTERED, care of Lee & Nightingale's Advertising Offices, Liverpool.

LAW.—GREAT SAVING.—For prompt payment 25 per cent. will be taken off the following writing charges:—

Abstracts Copied	...	...	...	a. d.
Briefs and Drafts	...	...	...	0 5 per sheet.
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Deeds Abstracted	...	...	...	0 2 per folio.
Full Copies	...	...	...	0 3 per sheet.
PAPER.—Foolscap, 1d. per sheet; Draft, 3d. ditto	...	...	...	
Parchment, 1s. 6d. to 3s. 6d. per skin.	...	...	...	

KERR & LANHAM, 16, Farnhall-street, Holborn, E.C.

FOR SALE.—Solicitor's Gown and Bag, equal to new.—Apply, Box 150, care of "Solicitors' Journal and Weekly Reporter," 27, Chancery-lane, W.C.

£3,500 Required, at once, upon Mortgage of Six New Leasehold Shops at Kingston, Surrey; two let three years with option of lease at £75, and others in negotiation; £300 can remain on deposit until all let.—H. W. FAWCETT, 15, Cusinstown-street, London, E.C.

## ABRIDGED PROSPECTUS.

## BRISTOL CORPORATION

£3 10s. per cent. REDEEMABLE STOCK.

Interest payable Half-yearly on the 10th January and 10th July.

Issue of £341,500 THREE-AND-A-HALF per cent. STOCK

or such other amount as may be necessary to raise the sum of £341,500 and the expenses of, and incident to, the issue.

Sanctioned by the Council of the City and County of Bristol, and authorised by the Public Health Acts Amendment Act, 1900, and the Bristol Corporation Act, 1902, and a Consent Order of the Local Government Board given thereunder.

Price of Issue fixed by the Council at £97 per cent.

First Dividend, being a full six months' interest, payable 10th January, 1908.

Trustees are authorised by the Trusts Act, 1893, to invest in this Stock, unless expressly forbidden by the instrument creating the Trust.

THE UNION OF LONDON & SMITHS BANK (LTD.)  
STUCKEY'S BANKING CO. (LIMITED),AND  
ROBERTS, LUBBOCK & CO.

by arrangements made with the Corporation of Bristol under the provisions of the Public Health Acts Amendment Act, 1900, and the Bristol Corporation Act, 1902, and in pursuance of resolutions of the Council of the City and County of Bristol, are authorised to receive applications for £341,500 of BRISTOL CORPORATION STOCK, bearing interest at £3 10s. 6d. per centum per annum, payable half-yearly at the Union of London & Smiths Bank (Limited), Corn-street, Bristol, or Stuckey's Banking Company (Limited), Corn-street, Bristol.

The Issue will take the form either of inscribed Stock or of Stock Certificates to Bearer (which are virtually Bonds to Bearer), at the option of Subscribers.

The Stock will be redeemed at par on the 4th July, 1908, but may be redeemed at par, at the option of the Corporation, on or after the 4th July, 1905, upon three calendar months' notice having been given by public advertisement, should the same not have been previously cancelled either by purchase in the open market, or by agreement with the Stockholders.

The Stock will be secured upon the Borough and General District Funds and Rates, the latter of which are unlimited in amount, and also upon the Revenues of the Dock and Electrical Undertakings of the City, and of the Estates of the Corporation. The Stock, so far as security is concerned, will rank equally with all Stock previously issued by the Corporation, and with all other Securities of the Corporation charged upon the Borough and District Funds or Rates.

All Transfers and Stock Certificates to Bearer will be free of Stamp Duty and Registration Fee.

Dividends are payable half-yearly at the Union of London & Smiths Bank, Corn-street, Bristol, or Stuckey's Bank, Corn-street, Bristol (Dividend Warrants in the case of Inscribed Stock being transmitted by post unless otherwise desired) on the 10th January and 10th July. The first dividend, being a full six months' interest, will be payable on the 10th January, 1908.

Applications, which must be accompanied by a deposit of 5s per cent., will be received at—

The Union of London & Smiths Bank (Limited),

Princes-street, London, E.C.;

Roberts, Lubbock & Co., 15, Lombard-street,

London, E.C.;

The Union of London & Smiths Bank (Limited),

Corn-street, Bristol;

Stuckey's Banking Company (Limited), Corn-

street, Bristol; or

At any of the Branches of such Banks.

The dates at which the further payments on account of the Loan will be required are as follows:

On Tuesday, 23rd July, 1907, £22 per cent.

On Tuesday, 27th August, 1907, £36 per cent.

On Tuesday, 24th September, 1907, £35 per cent.

but the instalments may be paid in full, on and after the 23rd July, under discount at the rate of £2 per cent. per annum, which will be allowed by Bankers at the time of payment. Full payments made in anticipation of the 23rd July will be subject to discount as from that date only. In case of default, the payment of any instalment at its proper date, the deposit and instalments previously paid will be liable to forfeiture.

Applications should be on printed forms which can be obtained at any of the Banks above-mentioned; of any member of the Bristol Stock Exchange; of the City Treasurer, the Council House, Bristol; or of F. B. Giddestons, 19, Queen-square, Bristol.

The List of Applications will be closed on or before Wednesday, the 10th July, 1907.

By Order,

EDMUND J. TAYLOR, Town Clerk,  
The Council House, Bristol, 6th July, 1907.

## LAW PARTNERSHIPS &amp; SUCCESSIONS

For Vacancies for, or introductions to the above, apply to

## J. HARCOURT SMITH,

The old-established PARTNERSHIP AGENT,

LAW COSTS DRAFTERMAN, & ACCOUNTANT.

61 & 62, CHANCERY LANE, W.C.

SHORTLAND CLERK Offers Articles and Salary by City

Solicitor.

THE EMPRESS CLUB, DOVER STREET, PICCADILLY, W., will be offered for SALE by AUCTION pursuant to an order of the High Court of Justice, Chancery Division, made in an action in the Matter of the Empress Club (1906, E. 924), dated the 29th May, 1906, with the approbation of Mr. Justice Swinfen Eady, by

MR. WILLIAM BENNETT ROGERS (of the firm of Messrs. Rogers, Chapman, & Thomas), the person appointed by the said Judge, at the MART, Tokenhouse-yard, E.C., on MONDAY, the 30th day of JULY, 1907, at TWO o'clock precisely, as a going concern, the truly grand and imposing long LEASEHOLD PROPERTY known as The Empress Club, No. 35, Dover-street, Piccadilly, W., running through and with a Frontage to Berkeley-street, containing magnificent suites of reception-rooms, 30 bedrooms, bath-rooms, passenger and other lifts, and sufficient domestic accommodation for a large club, the whole of the property is fully and appropriately furnished, and such furniture, fixtures, fittings, &c., as per inventory, will be included in the sale to be taken at a valuation. The premises, which cover an area of approximately a quarter of an acre, are held under two leases, having nearly 90 years to run, at ground-rents amounting to £1,450 per annum, and are constructed at the Dover-street portion contains 41 bedrooms and the usual members' reception-rooms, while the Berkeley-street portion contains 30 bedrooms and 2 charming entertaining rooms. The latter portion could, if desired, be used as a residential hotel or chambers or flats with shops under. At present the basement offices are so arranged as to serve the whole premises. Particulars and conditions of sale may be obtained at the Mart; of Messrs. Bowker, Solicitors, 11, Queen Victoria-street, London, E.C. (where the inventory of Furniture may be inspected); Messrs. Bowker & Sons, Solicitors, Winchester; Messrs. H. C. Morris & Co., Solicitors, 2, Walbrook, E.C.; Messrs. Frank Richardson & Sadlers, Solicitors, 28, Golden-square, Regent-street, W.; Mr. James Walton, of the firm of Messrs. Evans, Peirson, & Co., Chartered Accountants, Portland House, Basinghall-street, E.C., the Receiver in the action; and of the Auctioneer, Mr. William Bennett Rogers, 78, Gloucester-road, South Kensington, and 50, Belgrave-road, Westminster, S.W.

HOVE, near BRIGHTON.—THE PROFIT RENTAL of £560 per annum, arising from the commanding premises on the Sea Front at Hove known as THE PRINCE'S HOTEL, Nos. 12, 13, and 14, Queen's-gardens, Hove, will be offered for SALE by AUCTION, pursuant to an order of the High Court of Justice, Chancery Division, made in an action in the Matter of the Empress Club (Limited), Bowker v. The Empress Club (1906, E. 924) dated the 29th day of May, 1906, with the approbation of Mr. Justice Swinfen Eady, by

MR. WILLIAM BENNETT ROGERS (of the firm of Messrs. ROGERS, CHAPMAN, & THOMAS), the person appointed by the Judge at the MART, Tokenhouse-yard, E.C., on MONDAY, the 30th day of JULY, 1907, at TWO o'clock precisely, No. 12 is held until Michaelmas, 1943, at £280 per annum, and underleased for the full term, less one day, at £280 per annum; Nos. 13 and 14 are held until Lady Day, 1919, at £780 per annum, and underleased for the full term, less one day, at £1,170 per annum, with the option of a renewed lease and underlease until 1940 at £100 per annum increase. The Hotel occupies a first-class and prominent position facing the sea, at the corner of the Grand-avenue, Hove, and the 100 rooms it contains are mostly arranged and let out in suites, for which there is a constant demand. Particulars and conditions of sale may be obtained at the Mart; of Messrs. Bowker, Solicitors, 11, Queen Victoria-street, London, E.C. (where the inventory of Furniture may be inspected); Messrs. Bowker & Sons, Solicitors, Winchester; Messrs. H. C. Morris & Co., Solicitors, 2, Walbrook, London, E.C.; Messrs. Frank Richardson & Sadlers, Solicitors, 28, Golden-square, Regent-street, W.; Mr. James Walton, of the firm of Messrs. Evans, Peirson, & Co., Chartered Accountants, Portland House, Basinghall-street, E.C., the Receiver in the action; and of the Auctioneer, Mr. William Bennett Rogers, 78, Gloucester-road, South Kensington, and 50, Belgrave-road, Westminster, S.W.

MESSRS. STIMSON & SONS,  
Auctioneers, Surveyors, and Valuers,  
Land, House, and Estate Agents,  
8, MOORGATE STREET, BANK, E.C.,

AND  
2, NEW KENT ROAD, S.E.  
(Opposite the Elephant and Castle).

AUCTION SALES are held at the MART, Tokenhouse-yard, City, nearly every THURSDAY, and on other days as occasion may require.

STIMSON & SONS undertake SALE and LETTINGS by PRIVATE TREATY, Valuations, Surveys, Negotiation of Mortgages, Receiverships in Chancery, References and Arbitrations, the Adjustment of Compensation and other Claims, Sales by Auction of Furniture and Stock, Collection of Rents, &c.

Separate Lists of Property, Ground-rents for Sale, and Houses, Premises, &c., to be Let, are issued on the 1st of each month; and can be had gratis on application, or free by post for two stamps. No charge for insertion. Telegraphic address, "Servato, London."

FULLER, HORSEY, SONS, & CASSELL,  
11, BILLITER SQUARE, LONDON, E.C.

Established 1867.

AUCTIONEERS, VALUERS, AND SURVEYORS

MILLS AND MANUFACTORIES,

PLANT AND MACHINERY,

WHARVES AND WAREHOUSES.

Telegraphic Address—"FULLER, HORSEY, LONDON."

Telephone No. 745 AVEUE.

Re W. Roper, Esq., decd.—KILBURN BON MARCHE.—A truly valuable INVESTMENT in LEASEHOLD PROPERTY. Held for a term of which 87 years will be unexpired at Christmas next, at a ground-rent of £371 per annum, and let for a term, of which 18 years are unexpired, at £1,235 15s. per annum, and then for 21 years at £741 per annum, with option to the lessee to take an underlease for the remainder of term, at the same rent of £741 per annum.

MESSRS. FOSTER respectfully announce for SALE by AUCTION, by direction of the representatives of the late W. Roper, Esq., at the MART, Tokenhouse-yard, Lothbury, on FRIDAY NEXT, JULY 12, at ONE for TWO o'clock precisely, the LEASEHOLD SHOP and PREMISES, known as the KILBURN BON MARCHE, with frontage to the High-road of 39ft. 8in., Goldsmith-place (at side) 138ft. 3in., Goldsmith-place (at back) 148ft. A considerable portion of the property has been rebuilt and modernised to suit the requirements of this well-known emporium, the part facing High-street being of handsome and imposing elevation, forming, with the adjoining premises, also in the occupation of Messrs. Baker & Youles, one of the grandest blocks of shop property in this part of London. Owing to the proposed reduction of rent in 1923, this property may be looked on in the light of a ground-rent, showing a net profit rental for 16 years of £287 10s., and for the remaining 71 years of £270 per annum.

Particulars, with plan and conditions of sale, may be had of John H. Horton, Esq., Solicitor, 161, Edgware-road, Hyde Park, W.; at the Mart, Tokenhouse-yard, Lothbury; and of Messrs. Foster, 54, Pall-mall, London.

Re W. Roper, Esq., deceased.—LEASEHOLD INVESTMENTS, producing £160 10s. per annum, and arising out of premises at Lee, Kent, and a warehouse and set of stabling in Kingsgate-mews, Kilburn.

MESSRS. FOSTER respectfully announce for SALE by AUCTION, by direction of the representatives of the late W. Roper, Esq., at the MART, Tokenhouse-yard, Lothbury, on FRIDAY NEXT, JULY 12, at ONE for TWO o'clock precisely, the LEASEHOLD PROPERTIES, No. 23, HIGH ROAD, LEE. Let on lease for a term expiring March 25, 1919, but determinable by lessees on March 25, 1912, at £60 per annum, and held for 55 years unexpired Christmas next, at £9 10s. per annum. 4 Per annum.

No. 11, KINGSGATE MEWS, KILBURN.—A WAREHOUSE, in the occupation of Messrs. Evans, let for the whole term, less 10 days, at £30 0 0

Extensive STABLING, with covered yard, let to Messrs. Baker & Youles, of the Bon Marché, till Midsummer, 1912 ... 100 0 0

And held for 38 years unexpired at Mid-

summer, 1907, at ... £29 0 0

Particulars and conditions of sale may be had of John H. Horton, Esq., Solicitor, 161, Edgware-road, W.; at the Mart, Tokenhouse-yard, Lothbury; and of Messrs. Foster, 54, Pall-mall.

Re Madame Stephanie Roper, deceased.—LEASEHOLD INVESTMENTS, producing £277 10s., arising out of premises at Somerset-street, Portman-square, and High-road, Kilburn.

MESSRS. FOSTER respectfully announce for SALE by AUCTION, at the MART, Tokenhouse-yard, Lothbury, by direction of the Executors of the late Madame Stephanie Roper, on FRIDAY NEXT, JULY 12, at ONE for TWO o'clock precisely, the LEASEHOLD PROPERTIES:—

No. 32, SOMERSET STREET, PORTMAN SQUARE. Let for the whole term (less five days) at ... £200 0 0

And held for eight years unexpired next Christmas, at ... 12 10 0

No. 157, HIGH ROAD, KILBURN.—HOUSE, with SHOP. Let on lease until Michaelmas, 1908, at ... 100 0 0

And held for 30 years unexpired next Michaelmas, at ... 10 0 0

Particulars and conditions of sale may be had of John H. Horton, Esq., Solicitor, 161, Edgware-road, W.; at the Mart, Tokenhouse-yard, Lothbury; and of Messrs. Foster, 54, Pall-mall, London.

Re Madame Stephanie Roper, deceased.—CRICKLEWOOD HOUSE, ELISWORTHY ROAD, AVENUE ROAD, N.W. With possession.

MESSRS. FOSTER respectfully announce for SALE by AUCTION (by direction of the Executors of the late Mrs. Stephanie Roper), at the MART, Tokenhouse-yard, Lothbury, on FRIDAY NEXT, JULY 12, at ONE for TWO o'clock precisely, the desirable LONG LEASEHOLD RESIDENCE, with GARDEN, CRICKLEWOOD HOUSE, recently erected and finished by Messrs. Willett in a manner worthy of that firm's well-earned reputation for sound work and artistic planning. The house is detached, and charmingly situated, in grounds opening to carriage sweep round a small green off the Elsworth-road, towards the Avenue-road end. It enjoys an exceptionally open outlook at the back, as beyond the lawn, which is surrounded by ornamental trees and flowering shrubs, grass fields extend for a considerable distance. The house contains eight bedrooms, bath-room, and two lavatories, large drawing-room, dining-room, and library, outer and inner hall, excellent servants' offices, cellars, &c.

The property is held for a term, of which 78 years will be unexpired at Michaelmas, 1907, at a ground-rent of £25 per annum.

Particulars and conditions of sale may be had of John H. Horton, Esq., Solicitor, 161, Edgware-road, Hyde Park, W.; at the Mart, Tokenhouse-yard, Lothbury; and of Messrs. Foster, 54, Pall-mall.



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